

**SOFTWARE LICENSE, IMPLEMENTATION, HOSTED SERVICES, AND
SUPPORT AND MAINTENANCE AGREEMENT**

BETWEEN

THE OMEGA GROUP, INC.

- and -

CITY OF CHANDLER

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**SOFTWARE LICENSE, IMPLEMENTATION, HOSTED SERVICES,
AND SUPPORT AND MAINTENANCE AGREEMENT**

ARTICLE I INTRODUCTION

THIS AGREEMENT made between:

THE OMEGA GROUP, INC., a California corporation duly
authorized to conduct business in the state of Arizona
("Omega")

- and -

CITY OF CHANDLER, an Arizona municipal corporation
("City")

ARTICLE II RECITALS

WHEREAS, the City Fire Department requires a tight integration of fire incident and geographical data to meet the needs of day-to-day operational and the Commission on Fire Accreditation International accreditation process and/or requirements which have, up to now, been gathered and organized manually within the Fire Department from a single resource; and

WHEREAS, managing and publishing the data for accreditation and monthly reports needs to be accurate, efficient and easily accessible; and

WHEREAS, it is critical and necessary for the day-to-day operations and analysis of the Fire Department to have real-time data access from a software solution that interfaces information from the fire incidents and geographical data; and

WHEREAS, The Omega Group provides FireView software, as defined in Exhibit A, (the "Software") and

WHEREAS, the Software provides an enhanced management tool that is a centralized, web-enabled reporting and mapping tool while additionally illustrating visual reports on all aspects of the Fire Department's services such as effective response, time analysis, deployment, and call-volume statistical data.

WHEREAS, The Omega Group must also perform some Professional Services, as defined in **Article V**, to integrate the Software and meet the City's needs as set forth in these Recitals in this Article II; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of them, the City and Omega mutually agree as follows:

ARTICLE III DEFINITIONS

3.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

A “Agreement”, “this Agreement”, “the Agreement”, “hereof”, “herein”, “hereto”, “hereby”, “hereunder” and similar expressions mean the text of this contract plus all of its Exhibits and all instruments supplementing, amending or confirming this Agreement which are attached and/or incorporated herein by reference.

The Exhibits described below are, by this reference, incorporated into and made a part of this Agreement with the same force and effect as if fully set forth in the text of the Agreement.

Exhibit A	Description of Software
Exhibit B	Scope of Work
Exhibit C	Fee Schedule
Exhibit D1	Subscription Agreement
Exhibit D2	Maintenance and Support Agreement -
Exhibit E	Change Order Process -
Exhibit F	Predicate Software and Equipment
Exhibit G	Third Party Connection Policies
Exhibit H	Insurance Requirements

B “Change Order” means any written result of the Change Order process (Exhibit E) between the City and Omega evidencing their mutual decision to change particular aspects of this Agreement as outlined in Section 9.2. Once a Change Order is duly issued, it is part of this Agreement and is attached as an exhibit which is fully incorporated as if fully set forth herein.

C “Completion of Project” means that the Software is fully operational and performing in substantial conformity with the specifications set out herein. For purposes of this Agreement, Completion of Project will be deemed to have occurred on the date which the City has accepted in writing the completion of all phases of the Implementation Phase as set forth herein and Exhibit B.

D “Confidential Information” means, with respect to a Party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) actual knowledge of the Parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party hereunder; (ii) was previously known to the receiving Party as evidenced by its written records; (iii) is rightly received by the receiving Party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving Party without reference to or use of the other Party's Confidential Information.

E “Configuration” means changes to the Software without source code or structural data model changes occurring.

F “Cure Period” shall have the meaning ascribed to it in Section 11.24.

G “Customization” means a change to the code base or structural data model change of the Software.

H “Default” or “Event of Default” means one or more of the events described in Section 11.24 provided, however, that such events shall not give rise to any remedy until effect has been

given to all Cure Periods provided for in this Agreement and that in any event the available remedies shall be limited to those set forth in Section 11.24.

I “**Deliverables**” shall mean all goods, services, software, and in the instance of the Dashboard, the Systems and Hosted Services pursuant to this Agreement.

J “**Designated Equipment**” shall mean the City’s platform and operating system environment which is operating the Software.

K “**Documentation**” means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Professional Services, whether distributed in print, magnetic, electronic, or video format, in effect as of the date (1) the Software is accepted by the City, or (2) the Service is provided to the City.

L “**Implementation Phase**” means the portion of the Scope of Work that occurs between the beginning of Task 1 and Completion of Project as defined herein and detailed in the Scope of Work.

M “**Information in the Public Domain**” means information that the party who owns the information has designated as such in writing prior to the other party’s retention beyond its need during performance under this Agreement or the other party’s dissemination of such information.

N “**Licenses**” means both the FireView Desktop License, as described and defined in Article IV and the City’s rights granted by Omega to use FireView Dashboard as a Hosted Service as described and defined in Article IV.

O “**City’s Objectives**” means the concepts expressed in Article II as recitals and for which Omega responded and represented its ability to achieve through the provision of the Software.

P “**Periodic Updates**” means regular patches and releases containing enhancements and bug fixes.

Q “**Project**” means Omega’s provision of Professional Services and the Software (as described in Exhibit A) to achieve the City’s Objectives through Completion of Project.

R “**Project Scope of Work**” or “**Scope of Work**” means the specifications of Software, tasks, descriptions, and details for this Project as appended hereto as Exhibit B delineating, among other things, the Professional Services that will be provided by Omega to City pursuant to this Agreement

S “**Predicate Software and Equipment**” has the meaning set out in Subsection 5.3B and Exhibit F hereof.

T “**Professional Services**” has the meaning set out in Subsections 5.1 and 5.2 hereof.

U “**Source Code**” of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.

V “**Software**” means, whether deployed through a hosted service or installed on the City’s Designated Equipment, the program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including instructions and documentation provided by Omega to City, including any such programs provided subsequent to this Agreement as listed in Exhibit A, and including all copies made by City.

W “**Subscription Agreement**” is the terms and conditions agreed upon between the Parties as set forth in Exhibit D1

X “**Maintenance and Support Agreement**” is the terms and conditions agreed upon between the Parties as set forth in Exhibit D2

Y “**User**” means any employee of City or any of City’s agents who are authorized by Omega pursuant to the terms of this Agreement to have access to the Software.

Z “**Warranty Period**” means a period of twelve months from the Completion of Project, during which time Omega shall provide, or cause to be provided, the services or software as defined in Subsection 5.2D and Exhibits D1 and D2 for Software as well as correct any errors or malfunctions reported to Omega by the City in accordance with Subsection 5.2D of this Agreement.

AA “**Year Two**” shall be the twelve months commencing on the first anniversary of the date of the Completion of Project

ARTICLE IV SOFTWARE LICENSES

4.1 FireView Dashboard Rights

A **Hosted Services.** Omega grants to the City a non-exclusive license to use, access to use and access the System and Hosted Services in whole or in part for supporting the internal operations of the City. Subject to the terms and conditions of this Agreement, Omega agrees to host FireView Dashboard software and provide data import and export, monitoring, support, backup, technology upgrades, and training (“Hosted Services”) necessary for the City’s productive use of such software in addition to all the services described in this Section 4.1.

B **Backup & Concurrent Users.** Omega will initially deploy specifications (Deployment Specifications) that include the rights for five (5) concurrent FireView Dashboard users and a FireView Dashboard environment that is backed up nightly.

C **Term of Rights to Hosted Services.** The City’s right to Omega’s System, Hosted Services for FireView Dashboard is granted as of the earlier of the date of first access or delivery of the System, Deliverables, Software, and Hosted Services and are of indefinite duration unless terminated pursuant to the terms hereof.

D **Hosted Services** includes:

Omega is responsible for storing a backup of the City’s data no less than daily and for an orderly and timely recovery of its data in the event that the Hosted Services may be interrupted. Omega will not be responsible for the City’s data lost after the most current backup and before the next scheduled backup. Omega is responsible for establishing and maintaining an information security environment that does the following: (i) ensures the security and confidentiality of the City’s data; (ii) protects against any anticipated threats or hazards to the security or integrity of the City’s data; (iii) protects against unauthorized access to or use of the City’s data; and (iv) ensures the proper disposal of the City’s data.

E **Control of Hosted Services.** The method and means of providing the System and Hosted Services, in accordance with this Agreement as well as the Subscription Agreement, shall be under the exclusive control, management, and supervision of Omega, giving due consideration to the requests of the City

4.2 FireView Desktop

A **Grant of License**

Subject to the terms and conditions of this Agreement, Omega hereby grants to the City a personal, non-exclusive, non-transferable right and license to use the FireView Desktop software, as defined in Subsection 3.1N and Exhibit A, for supporting the internal operations of the Designated Equipment.

4.3 General

A Any Software furnished by Omega in machine-readable form may be copied in whole or in part by City for use on the Designated Equipment. City agrees that the original copy of all

Software furnished by Omega and all copies thereof made by City are and at all times remain the sole property of Omega.

B Any Licenses granted under this Agreement permit the City to: (i) use the Software for its authorized purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the City deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, or screen prints from operation of the Software. Access to and use of the Software by the City's customers or independent contractor shall be considered authorized use under this Article IV so long as any such independent contractors are bound by obligations of confidentiality.

C **Term of Licenses.** The Licenses granted herein commence on the Effective Date of this Agreement and are of indefinite duration unless terminated pursuant to the terms hereof.

4.4 Restrictions on Use

A Except as expressly provided herein, the City may not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the Licenses granted under this Agreement without the prior written consent of Omega.

B The City will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of Omega will remain on the Software in machine-readable form. The City will take the same care to safeguard the Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

C The Software and related materials supplied by Omega are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by Omega remain with Omega. Use of the Software and related materials supplied by Omega is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted herein are reserved. City may not remove any copyright, trademark or other proprietary notices from the Software and related materials supplied by Omega.

D Notwithstanding anything to the contrary, no additional Licenses or fees shall be required for installation and/or use of the Software for the purposes of disaster recovery.

E Derivation, Modification and Copyright.

The City agrees that it will not attempt to derive, or permit or help others to derive the Source Code relating to the Software or attempt to otherwise convert or alter the Software into human readable code. The City further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the Source Code relating to the Software.

i The City shall have no right to modify any of the Software supplied by Omega for City's use under this Agreement without the prior written approval and direction of Omega.

ii The City agrees that it will not, except as otherwise expressly provided in this Agreement or except as dictated by City's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Software or other proprietary information in any form. Any additional copies that are reasonably necessary for the use of the Software shall be provided to the City through the issuance of additional Licenses at Omega's then current charges.

iii The City may duplicate Documentation, at no additional charge, for the City's use so long as all required proprietary markings are retained on all duplicated copies.

F Ownership of Software and Confidential Information

i Omega shall provide two sets of Documentation for use in electronic format compatible with Microsoft Corporation's then generally available Office products in accordance with the terms of this Agreement. Upgrades and revisions to this Documentation shall be provided while Omega is providing Hosted Services therefore. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. If Omega maintains its technical, maintenance and installation documentation on a web site, Omega may fulfill the obligations set forth in this Subsection 4.4F by providing the City access to its web based Documentation information.

ii The City reserves the right to withhold payment for a deliverable, modification or enhancement until it receives all documentation associated with the same.

iii The City acknowledges that the Software contains proprietary and confidential information belonging to Omega which shall, at all times, remain the property of Omega.

4.5 Ownership and Disposition of Documents

The City shall be the exclusive owner of all materials and documents which were developed or prepared by Omega specifically for the City pursuant to this Agreement including Documentation for the final configuration of the Software that is installed and operating at the Completion of Project. All materials and documents which were developed or prepared by Omega for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Omega.

ARTICLE V PROFESSIONAL SERVICES & WARRANTY SERVICES

5.1 Professional Services

In order to achieve the Completion of Project, Omega agrees, subject to the terms and conditions of this Agreement, to perform the professional services detailed in Exhibit B (the "Professional Services").

5.2 Performance by Omega

A Manner of Performance -- Omega shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Omega will provide the Deliverables that meet and conform to its applicable specifications in accordance with this Agreement.

B Omega's Discretion -- Omega shall determine in its sole discretion the manner and means by which the Professional Services shall be performed, with due consideration of adequate knowledge transfer to the City personnel. Omega will communicate openly with the City on its methodology, manner and means.

C Conduct on City's Premises -- The Professional Services shall be performed with the City's full co-operation, on the premises of the City or, if agreed to by both parties, at an alternative location. Omega agrees, while working on the City's premises, to observe the City's rules and policies relating to the security thereof, access to or use of all or part of the City's premises and any of the City's property, including proprietary or confidential information.

D Warranty Services

During the Warranty Periods, Omega will make corrections of program malfunctions which are necessary for the Software to conform to this Agreement (Warranty Services) when such program malfunctions are reported in writing to Omega throughout this Project and during the Warranty Period. In its efforts to correct errors or malfunctions during the Warranty Period, as defined in Subsection 3.1Z, Omega agrees that program malfunctions that result in an inoperable system resulting in a financial or operational impact to the City (i.e., failure to achieve

all or part of the City's Objectives), or inefficient work-around, will be given its highest priority with the problem corrected as soon as practicably possible using its most experienced and knowledgeable resources. Omega will strive to have any and all malfunctions resolved within no more than two days.

E Inquiries by City-- Omega shall respond expeditiously to any inquiries pertaining to this Agreement from the City.

5.3 Performance by City

A Co-operation by City. The City acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the City and its staff and agrees to act reasonably and co-operate fully with Omega to achieve the Completion of Project.

B Required Software, Equipment and Data. The City acknowledges that the use of the Software requires that the City obtain and install additional required software programs (the "Required Software"), data in accordance with the Data Specification, and hardware (the "Required Hardware"), as detailed in the attached Exhibit F, and the City agrees that the acquisition of the Required Software shall be at its sole cost and that the cost thereof is not included in the Contract Price herein. Omega warrants that it has used best efforts to identify and specify the Required Software and Required Hardware to be compatible and useable with the Software to allow successful Completion of Project. Furthermore, the Parties acknowledge that the City is relying on Omega's identification and recommendations for the acquisition of the Required Software and Required Hardware.

C Hardware. The City acknowledges that the operation of the Software requires the City's Required Hardware to be of sufficient quality, condition and repair, and the City agrees to maintain the Required Hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the Completion of Project. If City does not possess or acquire the exact Required Hardware as specified in Exhibit F and if Omega determines that City's hardware is not of sufficient quality, condition and repair, Omega shall notify City in writing of the deficiencies in the Required Hardware. City will strive to remedy any Required Hardware deficiencies within 30 days of notification.

D Project Manager. The City shall appoint a project manager (the "Project Manager") who shall work closely with Omega to facilitate the successful Completion of Project and who shall be responsible for supervising the staff of the City and their co-operation with and participation in such process.

E Additional City Obligations

(i) City shall install all corrections and maintenance releases for Required Software within reasonable time after the City is notified of their availability.

However, any fix or correction designated as "critical" by Omega shall be implemented by City within thirty (30) days of Omega's notification to the City.

(ii) During the Implementation Phase, the City shall notify Omega of suspected defects in any of the Software supplied by Omega. City shall provide, upon Omega request, additional data deemed necessary or desirable by Omega to reproduce the environment in which such defect occurred.

(iii) During the Implementation Phase or other duration of the terms set forth herein, the City shall allow, in accordance with the specifications in Exhibit G, the use of online diagnostics on the Software if required by Omega during problem diagnosis. As long as Omega's access is in accordance to the City's Third Party Connection policies (attached hereto as Exhibit G), City shall provide to Omega, at City's expense, access to the Designated Equipment via the City's firewall to

communications software (e.g. PC Anywhere, WebEx, Web Demo a VPN or Citrix's GoToMyPC).

(iv) During the duration of the Project, the City shall ensure that its personnel are, at relevant stages of the Project, educated and trained in the proper use of the Software in accordance with applicable Omega manuals and instructions. If City's personnel are not properly trained as mutually determined by Omega and City, City agrees that such personnel will be trained by Omega or City within fifteen (15) days of the Parties' mutual determination. If City elects to have Omega perform the required training then Omega shall be compensated in accordance with this Agreement.

(v) During the duration of the Project, the City shall establish proper backup procedures necessary to replace critical City's data in the event of loss or damage to such data from any cause. City shall provide Omega with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

(vi) City shall have the sole responsibility for:

(a) the performance of any tests it deems necessary prior to the use of the Software.

(b) assuring proper Designated Equipment installation, configuration, verification, audit controls and operating methods.

(c) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.

(d) timely upgrade and keeping current all third party license releases and/or software products to meet the requirements of the Software.

ARTICLE VI SUBSCRIPTION AGREEMENT

6.1 General Responsibilities

Omega shall provide and deliver the Subscription Services after the Warranty Periods and during Hosted Services. Omega's Subscription Services responsibilities shall include but not be limited to the following while assisting the City in operating and maintaining the System and Hosted Services:

A Promptly repair or replace the System and Hosted Services, or any portion thereof, that has deficiencies;

B Maintain the System and Hosted Services in accordance with the Specifications and terms of this Agreement and meet all availability and system performance service levels as specified in the Statement of Work. In the event the Hosted Services requires failover activities, then Omega shall be responsible for continuance of the Hosted Services and the City shall not be subject additional costs unless otherwise specified in this Agreement.

C Upon request by the City, re-perform any Subscription Service that fails to meet the requirements of this Agreement at no additional cost;

D Coordinate with the City all tasks related to correcting problems and deficiencies connected with the System or Hosted Services.

E Inquiry Assistance. Omega shall respond to inquiries from the City, and with the following, as applicable:

F Responses to questions relating to the System and Hosted Services, including without limitation, isolating problems to the System and Hosted Services.

G The development, on a best efforts basis, of a temporary solution to or an emergency bypass of a deficiency.

H Corrections and repairs of errors, problems or deficiencies with the System or Hosted Services, to the extent technically feasible.

I **Annual Cost of Subscription to Hosted Services.** Unless otherwise specified in Exhibit D1, the annual cost of the Subscription for FireView Dashboard is set forth in Exhibit C and due on the first day of Year Two.

6.2 Software Upgrades & Enhancements

A Omega shall:

i Supply at no additional cost updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of web browsers; and

ii Supply at no additional cost interface modules that are developed by Omega for interfacing the Software to other Software products.

ARTICLE VII MAINTENANCE AND SUPPORT AGREEMENT

7.1 Annual Cost of Maintenance and Support Unless otherwise specified in Exhibit D2, the annual cost of the Maintenance and Support Agreement for FireView Desktop is set forth in Exhibit C and due on the first day of Year Two.

7.2 Software Upgrades & Enhancements

A Omega shall:

i Supply at no additional cost updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of web browsers; and

ii Supply at no additional cost interface modules that are developed by Omega for interfacing the Software to other Software products.

A Disputed Work

Notwithstanding all above, if the City believes in good faith that some portion of the Project has not been completed satisfactorily, the City may require Omega to correct such work prior to the City payment. In such event, the City will provide to Omega an explanation of the concern and the remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if Omega does not provide a sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

ARTICLE VIII REPRESENTATIONS AND WARRANTIES

8.1 Merchantability and Fitness Warranty

Omega warrants to City that the software, material and services to be provided and/or rendered will be of the kind and quality referred to in Omega manuals and other documentation provided. Additionally, Omega warrants to the City that the Software will perform to achieve the City's Objectives if the City performs as set forth in this Agreement and if the Software is properly used in accordance with Omega's instructions. This warranty is void if the City or any other third party changes or modifies the Software. Examples of such changes or modifications include, but are not limited to, data modifications from a third party software, the de-compiling and modifying of the Source Code, and tampering with the base set-up of the system.

8.2 Intellectual Property Rights

Omega warrants:

A that it has the full right, authority and power to enter into this Agreement and to grant to the City the Licenses and rights to Hosted Services conveyed by this Agreement; and

B that the Software is an original work of authorship and does not infringe the intellectual property rights of others.

C In the event there is a third party claim alleging that City's use of the Software in accordance with this Agreement constitutes an infringement of a United States patent, copyright, or trade secret, Omega shall, at its expense, defend City and pay any final judgment (including, but not limited to, attorney fees, costs and interest) against City or settlement agreed to by Omega on City's behalf; provided that City promptly notifies Omega of any such claim or proceeding and shall give Omega full and complete authority, information, and assistance to defend such claim or proceeding. Omega shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. Omega will, notwithstanding the preceding sentence, inform the City's Project Manager on a routine periodic basis in not less than monthly updates on status, relevant issues, and settlement discussions regarding such litigation or threats of such litigation. In the event that the City's use of the Software is finally held to be infringing or Omega deems that it may be held to be infringing and in addition to any of the City's remedies at law or in equity for Omega's breach of this essential warranty, Omega shall, at Omega's election and sole cost,: (1) procure for the City the right to continued use of the Application Software; or (2) modify or replace the Application Software so that it becomes non-infringing. Omega shall have no liability hereunder if the City has, after Completion of Project, modified the Application Software in any manner to cause such infringement without the prior written consent of Omega.

8.3 Warranty Against Planned Obsolescence

A Omega warrants that the products and services proposed to and acquired by the City under this Agreement are new and of current manufacture, and that it has no current plans for announcing a replacement line that would be marketed by Omega as a replacement for any of the products provided to the City under this Agreement and would result in reduced support for the product line within which the Software furnished to the City is contained. Omega further warrants that, in the event that a major change in hardware, software, or operating system occurs that radically alters the design architecture of the Software and makes the current design architecture obsolete within three (3) years after full execution of this Agreement, and if the City continues its annual maintenance Agreement with Omega, it shall provide the City with a replacement hardware, software, or operating system(s) that continues the full functionality of the systems, at no extra cost to the City.

B Omega warrants to the City that the Software and Hosted Services provided to the City under this Agreement contain or shall contain no Self-help Code or any Unauthorized Code. Omega further warrants that Omega shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies Omega of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict the City's use of or access to the Software, Data, or Equipment, in whole or in part, based on any type of limiting criteria, including without limitation frequency or duration of use for any copy of the Software provided to the City under this Agreement

C **Title Warranty and Warranty against Infringement.** Omega hereby warrants and represents to City that Omega is the owner of the System, Hosted Services and Software licensed hereunder or otherwise has the right to grant to the City, the licensed rights to System, Hosted Services, and Software provided by Omega through this Agreement without violating any rights of any third party worldwide. Omega represents and warrants that: (i) Omega is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that the System, Software or Hosted Services infringe or misappropriate any patents, copyrights, or trade secrets of any third party, and (ii) the System and Hosted Services do not infringe upon or misappropriate any patents, copyrights, trade secrets or any other intellectual property rights of any third party. The City shall receive prompt Notice of each notice or claim of copyright infringement or infringement or misappropriation of other

intellectual property right worldwide received by Omega with respect to the System, Hosted Services, or Software delivered under this Agreement.

D Omega shall, at its expense, defend, indemnify, and hold harmless the City and its employees, officers, directors, Omegas and agents from and against any claim or action against the City which is based on a claim that any Deliverable or Service any part thereof under this Agreement infringes a patent, copyright, utility model, industrial design, mask work, trademark, or other proprietary right or misappropriates a trade secret, and Omega shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim. The City shall promptly give Omega notice of any such claim. . In the event a final injunction or order is obtained against the City's full use of the Deliverables/Hosted Services/Software or any portion thereof as a result of any such claim, suit or proceeding, and if no further appeal of such ruling is practicable, Omega shall, as mutually agreed upon and at Omega's expense:

- i* procure for the City the right to continue full use of the Hosted Services;
- or
- ii* replace or modify the same so that it becomes non-infringing (which modification or replacement shall not affect the obligation to ensure the Deliverables/Hosted Services/Software conforms with applicable Statement of Work); or
- iii* if the product was purchased and the actions described in item (1) or (2) of Section 11.4, are not practicable, refund the full purchase price and remain liable for all damages suffered by the City as a result of the loss of the infringing product and any other continued utility of which to the City is adversely affected by the removal of the infringing product, and hold the City harmless from any further liability therefor under any applicable Order, Settlement, or other Agreement.

E In no event shall the City be liable to Omega for any lease, rental, service, or maintenance payments after the date, if any, that the City is no longer legally permitted to use the Hosted Services because of such actual or claimed infringement.

F No settlement that prevents the City from continuing to use the Hosted Service, other products or Software documentation as provided in this Agreement shall be made without the City's prior written consent. In all events, the City shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

G Omega warrants that Omega is authorized to provide full use of the Hosted Services to the City as provided herein and that such Hosted Services is not subject to any lien, claim or encumbrance inconsistent with any of the City's rights under this Agreement and that the City is entitled to and shall be able to enjoy quiet possession and use of the Hosted Services without interruption by Omega or any other person making a claim under or through Omega or by right of paramount title.

8.4 Desktop Warranty Services

Omega warrants that, in performing the services under this Agreement, Omega shall strictly comply with the descriptions and representations as to the services, including performance capabilities, accuracy, completeness, characteristics, Statement of Work, configurations, standards, function and requirements, which appear in this Agreement and in Omega's response to the City's Request for Proposal. Errors or omissions committed by Omega in the course of providing Warranty Services shall be remedied by Omega at its own expense.

8.5 Warranty of Compliance with Applicable Law. Omega warrants that the System and Hosted Services shall comply with all applicable federal, State and local laws, regulations, codes and ordinances. Omega warrants that, throughout the Term of this Agreement, the System and Hosted Services shall comply with changes to and new applicable federal, State and local laws, regulations, codes and ordinances. Omega represents and warrants that it shall comply with all

applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Hosted Services.

8.6 Subscription Services and Hosted Services.

A Omega represents and warrants that:

i Omega is a corporation duly incorporated, validly existing and in good standing under the laws of its state of its incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

ii Omega further represents and warrants that the person executing this Agreement for Omega has actual authority to bind Omega to each and every term, condition and obligation to this Agreement, and that all requirements of Omega have been fulfilled to provide such actual authority.

iii The execution, delivery and performance of this Agreement has been duly authorized by Omega and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Omega to enter into this Agreement and perform its obligations under this Agreement;

iv Omega is duly authorized to conduct business in and is in good standing in each jurisdiction in which Omega will conduct business in connection with this Agreement;

v Omega has obtained all licenses, certifications, permits, and authorizations necessary to deliver and perform its obligations under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Omega's performance of the Hosted Services. Omega will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense. Omega must maintain any certifications that were specified as a minimum requirement in the selection process. If during the period of the contract, a new certification is established as a minimum requirement for similar applications, Omega shall, within a reasonable time, obtain that certification.

vi Omega has the full power and authority to deliver and perform its obligations under this Agreement grant to the City without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Omega.

vii Omega has and shall continue to have the financial ability, by itself or through a line of credit or other financial support, to deliver and perform its obligations under this Agreement to the City at least six months, without reimbursement for the Hosted Services or expenses;

viii Omega represents and warrants that it has the requisite training, skill and experience necessary to provide Professional Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

8.7 No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Omega does not represent or warrant and the City acknowledges that there are no further representations or warranties that the operation of the Software will be error free or that any programming errors will be corrected after the Warranty Period.

ARTICLE IX FEES AND PAYMENTS

9.1 Fees and Payments

A The City agrees to pay Omega total fees of \$59,520.00 (“Contract Price”) which includes Software as well as Professional Services, as defined in Article V, travel expenses for Omega’s staff, and Year One Module Subscription fees. The Contract Price does not include any applicable taxes. The fee structure and payment schedule is outlined in the attached Exhibit C.

B During the term of this Agreement, Omega may, from time to time, deliver invoices to City for payments in accordance with Exhibit C. Each invoice delivered to City by Omega shall be due and payable upon receipt thereof by City. Payment does not constitute whole or partial acceptance; City acceptance of the Project shall only occur by formal written notice to that effect as set forth in Subsection 3.1C

C The City may credit erroneous payments or overpayments against amounts invoiced by Omega. If the City does not take such credits, Omega shall promptly, but in all cases within 30 days, refund to the City the full amount of any erroneous payment or overpayment upon the City’s notice of an erroneous payment or overpayment to which Omega is not entitled.

D Upon any termination of any future Annual Subscription Fees, any fees paid in advance of the termination date by the City will be refunded on a pro-rata basis.

E In the event City fails to pay all or any portion of an invoice on or before thirty (30) days after the date of the invoice, the invoice payment shall be considered past due. City further agrees, at the request of Omega, to pay a late payment charge to Omega at the rate no greater than five percent (5%) annually, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is past due. Notwithstanding the foregoing, Omega shall not assess the foregoing late payment charge if City has not been late in paying Omega on more than four (4) previous occasions within the last calendar year.

F City shall be responsible for paying all taxes, fees, assessments and premiums of any kind. Any tax City may be required to collect or pay upon the sale, use or delivery of the Software or Professional Services are not included in the Contract Price. Any tax City may be required to collect or pay upon sale, use or delivery of the Maintenance and Support described in Exhibits D1 and D2 shall be paid by City.

9.2 Change Orders

With respect to any proposed changes to the Professional Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders, as more completely described in Exhibit E, in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the City and of Omega applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Exhibit E.

ARTICLE X INDEMNITY

To the fullest extent permitted by law, Omega, its successors, assigns and guarantors, must defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Omega relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Omega's and its subcontractor's employees.

ARTICLE XI GENERAL PROVISIONS

11.1 Force Majeure

Neither Party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the City's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any Party being affected by an event of force majeure shall send a written notice to the other Party as soon as possible after the commencement of the event of force majeure but in no case more than five (5) calendar days after the end of any event of force majeure. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any event of force majeure as long as it is documented and approved within ten (10) days after the end of the event of force majeure in accordance with the Change Order Process.

11.2 Confidentiality

Omega acknowledges that it may receive information from the City or otherwise in connection with this Agreement or the performance of the Professional Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the City or through the fault of the City, Omega agrees:

- A** to maintain this information in confidence;
- B** not to use this information other than in the course of this Agreement;
- C** not to disclose or release such information except on a need-to-know only basis;
- D** not to disclose or release such information to any third person without the prior written consent of the City, except for authorized employees or agents of Omega; and
- E** to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Omega, do not disclose or use, directly or indirectly, for any purpose other than for performing the Professional Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the City.

F To destroy all such City's information after the need for such information has passed in accordance with this Agreement.

11.3 Time of the Essence

Time shall be of the essence in and of this Agreement and every part hereof. Any extension, waiver or variation of any provision of this Agreement, shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

11.4 Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to U.S. currency.

11.5 Headings & Construction

The descriptive headings preceding Articles and their subparts are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such subparts of the Agreement. The division of this Agreement into subparts shall not affect the interpretation of this Agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other duly formed entity. If this Agreement uses the term "day," it shall mean calendar day unless otherwise specified or modified. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday as declared by the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona. If a cross-reference within any Agreement provision cites a particular article, section or subsection number of this Agreement, it shall be a reference to the specifically referred article, section or subsection and its subparts only.

11.6 Plurals and Gender

The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

11.7 Interpretation Among Parts of Agreement

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any specifically incorporated materials, the main body of the Agreement will take precedence over the specifically incorporated materials. A conflict among other specifically incorporated materials shall be resolved by the more specific incorporated material on that particular subject over the more general incorporated material, which may mention the particular subject unless the context explicitly requires otherwise.

11.8 Termination

A Termination after Project Planning. If after the completion of the Task 1 - Project Planning Omega identifies changes to the Scope of Work based on the deliverables resulting from the Project Planning that would result in Change Order Request(s) increasing the Contract Price more than 10%, the City may terminate this Agreement without further obligation as long as the City has paid the fees due in accordance with Exhibit C and Omega's invoices for costs through the end of the Project Planning.

B Termination for Cause. In the Event of Default by one Party, the other Party has all rights and remedies provided by law and in equity except where such rights are specifically restricted in this Agreement. Without limiting the foregoing sentence, the non-defaulting Party may terminate its performance under this Agreement.

C Procedure on Termination. If this Agreement is terminated prior to the Completion of Project, then within thirty (30) days following such termination, the City shall return the Software to Omega and shall certify, under the hand of a duly authorized officer of the City, that

all copies of the Software or any part thereof, in any form, within the possession or control of the City have been returned to Omega.

11.9 Conflict of Interest

A No Conflict of Interest is Undisclosed. Omega warrants that no person has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the Chandler City Council or any employee of Chandler has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in Omega's proposal to Chandler.

B Cancellation for Conflict of Interest. City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice for City is received by all other parties, unless the notice specifies a later time (A.R.S. Section 38-511).

11.10 Accounts and Records

Omega shall:

A keep proper and detailed accounts in accordance with accepted accounting practices of all factors entering into the computation of the amounts payable pursuant to this Agreement; and

B for a period of two years from the date of Completion of Project by Omega, preserve all accounts and other documentation relating to the City and keep them available for inspection by the City or its representative, at any time. Omega agrees that this obligation shall survive any termination of this Agreement.

11.11 Addresses for Notice

Any notice required or permitted to be given to either Party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Omega, to:

THE OMEGA GROUP
5160 Carroll Canyon Road #100
San Diego, CA 92121
Attention: Chris Baldwin
Telephone: 858-450-2590
Fax :(858) 450-0239

In the case of the City, to:

CITY OF CHANDLER
Address: 275 East Buffalo St, Chandler, AZ
Zip Code: 85225
Attention: Kyle McMaster, Operations System Analyst
Telephone: 480 782-2464
Fax: 480 782 2440

With a copy to:
Chandler City Attorney Office
175 South Arizona Avenue
Post Office Box 4008, Mailstop 602
Chandler, Arizona 85244-4008
Fax: 480-782-4652

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 11.11.

11.12 Assignment

Neither Party may assign any of its rights nor duties under this Agreement without the prior written consent of the other Party, which consent shall not to be unreasonably withheld, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

11.13 Entire Agreement

This Agreement and all exhibits, or otherwise specifically incorporated materials shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Parties by any of their employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. The Parties acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

11.14 Authority:

Each party represents that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and shall be bound by it.

11.15 Independent Contractor

City engages Omega under this Agreement solely as an independent contractor to perform Omega's duties which are described in this Agreement. City and Omega expressly acknowledge and agree that Omega is the independent contractor of City and nothing contained in this Agreement or which otherwise exists shall be construed by City, Omega or any third person or entity to create a relationship of joint venturers, partners, or employer and employee.

11.16 Governing Law

This Agreement shall be governed by the laws of the State of Arizona and any disputes between the Parties as to enforcement or performance shall be adjudicated in the State of Arizona.

11.17 Limited Severability.

A In the unlikely event that any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect. Notwithstanding the foregoing sentence, however, this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement provides essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

B If the Agreement cannot be retroactively reformed in such a way that it provides essentially the same rights and benefits to the Parties then either Party may terminate the Agreement without further rights or liabilities to the other Party other than those that expressly survive termination.

11.18 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

11.19 Counterparts

This Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

11.20 Publicity

No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of Omega's product or any work performed pursuant to this Agreement shall be produced, distributed or take place without the prior, specific approval of the City's Project Manager or his/her designee.

11.21 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purposes of this Agreement and carry out its provisions.

11.22 Indemnifications, Warranties, and Representations Survive

All representations and warranties contained in this Agreement (and in any instrument delivered by or on behalf of any Party pursuant hereto or in connection with the transactions contemplated hereby) are true on and as of the date so made, will be true in all material respects during the term of this Agreement. In the event that any representation or warranty by a party is untrue, the other Party shall have all rights and remedies available only pursuant to this Agreement and otherwise at law or in equity except where restricted by this Agreement. The provisions of this Agreement wherein a Party has explicitly indemnified, made warranty or representations to the other Party shall survive the the delivery of the Software, the payment of the purchase price, and expiration or earlier termination of this Agreement.

11.23 Attorney Fees.

In the event it becomes necessary for a party to this Agreement to employ legal counsel or to bring an action at law or other proceedings to enforce any of the terms, covenants or conditions of this Agreement, the non-prevailing party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, court costs, litigation and appeal expenses, and reasonable attorney fees incurred because of the breach.

11.24 Default and Remedies.

Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party ("Cure Period"), shall constitute a default under this Agreement, Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies provided for explicitly under this Agreement, and otherwise as permitted by law or equity except where such rights are restricted by this Agreement.

11.25 Remedies Cumulative:

All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

A . The Parties shall endeavour to resolve any dispute or misunderstanding that may arise under this Agreement concerning Omega's performance or City's obligations between Omega's representative and the City's representative. Either party may discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the Agreement for cause or convenience.

B The Parties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute. If the subject of the dispute is the amount due and payable by the City for Professional Services being provided by Omega, Omega shall continue providing Professional Services pending resolution of the dispute provided City pays Omega the amount the City, in good faith, believes is due and payable.

11.26 Negotiated Agreement:

The parties acknowledge that this is a negotiated Agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

11.27 Scrutinized Business Operations

A In accordance with A.R.S. §35-393.06, Omega hereby certifies that the Omega does not have scrutinized business operations in Iran.

B In accordance with A.R.S. §35-391.06 Omega hereby certifies that Omega does not have scrutinized business operations in Sudan.

11.28 Arizona's Requirement for Warranty of Immigration Status.

A Pursuant to the provisions of A.R.S. § 41-4401, Omega hereby warrants to the City that Omega and each of its subcontractors ("Subconsultants") will comply with all Federal immigration laws and regulations that relate to the immigration status of their employees, including the Federal Immigration and Nationality Act ("FINA"), and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Omega Immigration Warranty").

B A breach of the Omega Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.

C The City retains the legal right to inspect the papers of any Omega or Subconsultant employee who works on this Agreement to ensure that Omega or Subconsultant is complying with the Omega Immigration Warranty. Omega agrees to assist the City in the conduct of any such inspections.

D The City may, at its sole discretion, conduct random verifications of the employment records of Omega and any Subconsultants to ensure compliance with Omegas Immigration Warranty. Omega agrees to assist the City in performing any such random verification.

E The provisions of this Article must be included in any contract Omega enters into with any and all of its Subconsultants who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a consultant

or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

11.29 Insurance Requirements.

Omega, at its own expense, shall purchase and maintain insurance of the types and amounts required in Exhibit H.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year set forth below.

CITY

CITY OF CHANDLER, an Arizona
municipal corporation

OMEGA

THE OMEGA GROUP, INC., a California
corporation

BY: _____

Mayor

BY: _____

Milan Mueller
President

Date: _____, 2012

Date: _____, 2012

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A
Description of Software

FireView Dashboard: the following software will be deployed during the Implementation Phase. The components of which are:

Omega Software

- Omega Import Wizard
- Omega Extractor

FireView Desktop: the following software will be installed during the Implementation Phase. The components of which are:

Omega Software

- Omega Import Wizard
- FireView Desktop

Exhibit B

Scope of Work

Exhibit B

SCOPE OF WORK

Consultant shall deploy the FireView Enterprise Solution, including FireView Dashboard and FireView Desktop provide the Software and the Professional Implementation Services per the following:

1. Project Planning/Management

- 1.1. Software and database requirements
 - 1.1.1. Review deliverables for City
 - 1.1.1.1. Omega client software: Omega Import Wizard, Omega Extractor
 - 1.1.1.2. ESRI software: ArcGIS Desktop 10, Spatial Analyst 10
- 1.2. System Architecture
 - 1.2.1. Identify hardware components and configuration.
 - 1.2.1.1. Import server
 - 1.2.1.2. Workstations
- 1.3. GIS map layers and design preferences
 - 1.3.1. Identify base map GIS data layers for geographic querying
 - 1.3.2. Identify reference data for geocoding
- 1.4. RMS source data
 - 1.4.1. Review import process and automation
 - 1.4.2. Identify fields to be imported
 - 1.4.3. Review database schema and tabular relationships
- 1.5. Dashboard Design
 - 1.5.1. Review design options for baseline deployment
- 1.6. Determine remote connection method
- 1.7. Review roles and responsibilities

2. Consultant Import Wizard Configuration

- 2.1. City will install ArcGIS on import workstation
- 2.2. City will install Import Wizard on import server or workstation
 - 2.2.1. Consultant will extract sample datasets for application development
- 2.3. Consultant will update import profile for RMS data extraction
 - 2.3.1. Consultant will create SQL Statement
 - 2.3.2. Consultant will configure data processing steps
 - 2.3.3. Consultant will work with the City to group incident types into one of the available standard Omega fire type categories (where applicable)
 - 2.3.4. Consultant will configure geocoding process, review the sample data's geocoding rates and provide recommendations
 - 2.3.5. Consultant will configure output data sets and automation

FireView Dashboard Implementation

3. FireView Dashboard Application Configuration

- 3.1. The Dashboard will include a rolling thirty-six (36) months of historical data for each dataset
- 3.2. Consultant will configure each dataset to display up to twenty (20) fields
- 3.3. Consultant will use the Bing geocoding service unless the City requests that their own spatial reference data be used in which case Consultant will create the address locator
- 3.4. Consultant will configure up to ten (10) geographic query layers

- 3.5. Consultant can configure up to five (5) operational layers
- 3.6. Consultant will create up to five hundred (500) total saved query pick list items per query layer
- 3.7. Consultant will use Bing maps for the application's background layers or can possibly integrate with a City's existing map caches (hosted on a different server at the City's site)
- 3.8. Configure FireView Dashboard design
 - 3.8.1. Briefing Books
 - 3.8.1.1. Consultant will configure up to one (1) Briefing Book for RMS-NFIRS data
 - 3.8.1.1.1. One (1) Executive Briefing Book with approximately (48) Widgets
 - 3.8.2. Pages
 - 3.8.2.1. Incident trends
 - 3.8.2.2. Recent activity
 - 3.8.3. Widgets
 - 3.8.3.1. Filter/Pin Map/Heat Map
 - 3.8.3.2. Density Map
 - 3.8.3.3. Trend Chart
 - 3.8.4. Hot Sheet; Consultant will configure up to five (5) Alerts
 - 3.8.5. The Dashboard content listed above will be configured according to the *Dashboard Briefing Book* document. City should review the document and identify any changes during the sales process. An additional cost may be incurred with changes.

4. FireView Dashboard Deployment

- 4.1. Consultant will deploy the FireView Dashboard application and include data connection configuration for three data connections – Apparatus Tables, Incident Tables and Inspection Tables and configuration of Executive Briefing Book.
- 4.2. Consultant will configure data import profiles for data transfer to the FireView Dashboard
- 4.3. Consultant will import up to three (3) months of historical data for each dataset; the City will be responsible for importing beyond three (3) months
- 4.4. Consultant will schedule automated data import/extractor process
- 4.5. Dashboard Widgets will refresh at least one (1) time per day and up to four (4) times per day if the resources and configuration will allow for that

5. FireView Dashboard Application Training

- 5.1. Consultant will provide up to six (6) hours of remote Administrator/Designer training for up to two (2) trainees
 - 5.1.1. The FireView Dashboard Admin Designer Tutorial PDF document will be e-mailed to the Administrator/Designer trainees following training
- 5.2. Consultant will provide up to two (2) sessions of four (4) hours of onsite training on functionality features for up to two (2) trainees (Train-the-Trainer)
 - 5.2.1. The FireView Dashboard End User Tutorial PDF document will be e-mailed to the End User trainees following training

6. FireView Dashboard Final Application Review

- 6.1. Following End User training, there will be a fourteen (14) day review period. The review period serves as quality assurance/control to ensure the project has been completed and the deliverables conform to the scope. Areas to review:

- 6.1.1. Saved queries are working properly and the correct pick list values are included
- 6.1.2. Data shown in the report grid and identify box matches source data
- 6.1.3. Geographic query layers and selection fields are correct
- 6.1.4. Operational layers are working properly and are labeled with the correct field
- 6.1.5. Geocoding process is configured properly
- 6.1.6. Dashboard queries return anticipated results (records)
- 6.1.7. Dashboard is functioning properly
- 6.2. The application content is configurable around your data; the application interface is not customizable
- 6.3. Consultant will send the City a project completion sign-off form; the City will sign/date the form and e-mail/fax back to Consultant and the project will be marked as complete.

FireView Desktop Implementation

7. FireView Application Configuration

- 7.1. Consultant will add GIS layers to map document and design base map cartography, public safety symbology, labeling and layout template
- 7.2. Consultant will create saved queries database
 - 7.2.1. City will provide pick list values in tabular format
 - 7.2.2. Define saved queries (not to exceed 5 saved query categories per import dataset)
- 7.3. Create Cost Matrix for response analysis tools
- 7.4. Configure Crystal Report templates (successful deployment of each report is pending the availability of data in the daily Import Wizard Import)
 - 7.4.1. Incident Detail and Summary (Incident)
 - 7.4.2. Apparatus Detail (Apparatus)
 - 7.4.3. Incident Repeat Calls (Incident)
 - 7.4.4. Exception Report (Incident)
 - 7.4.5. Response Comparison Report (Apparatus)
 - 7.4.6. Apparatus Response Time (Apparatus)
 - 7.4.7. Response Time Fractals (Incident)
 - 7.4.8. Response Time Percentiles (Incident)
 - 7.4.9. Stacked/Concurrent Calls (Incident)
 - 7.4.10. Incident Loss Value (Incident)
 - 7.4.11. Apparatus 1710 Response (Apparatus)
 - 7.4.12. Incident Audit (Incident)
 - 7.4.13. Call Frequency (Incident)
 - 7.4.14. Temporal Response Time (Apparatus)
 - 7.4.15. Resource Allocation (Apparatus)
 - 7.4.16. Effective Response Force (Apparatus)
 - 7.4.17. Staffed Unit Response Report (Apparatus) – **New Report**
 - 7.4.18. Response Time by District using 4, 6, 8, and 10 Minute Response Diamonds – **New Report**

8. FireView Desktop Application Deployment (Remote)

- 8.1. FireView Desktop software installation shall include one FireView Desktop license and requires ArcView and Spatial Analyst 10
 - 8.1.1. City will install and license FireView for each workstation

- 8.1.2. Consultant will configure and automate data import process
- 8.1.3. City/Consultant will establish a centralized location for the GIS data and shared application resources
- 8.1.4. Consultant will test the import process and FireView Desktop application
- 8.1.5. City/Consultant will schedule automated data import process
- 8.1.6. Consultant will import up to three (3) months of historical data for each dataset; the City will be responsible for importing data beyond three (3) months

9. FireView Desktop Application Training (At City Site)

- 9.1. FireView Desktop on-site training:
 - 9.1.1. Up to six (6) computers for training. Recommended participants include the following:
 - 9.1.1.1. Public Safety analyst
 - 9.1.1.2. GIS manager
 - 9.1.1.3. Command staff representative
 - 9.1.1.4. IT representative
 - 9.1.1.5. Records or data entry clerk
 - 9.1.1.6. Database administrator
 - 9.1.2. One (1) Consultant trainer will conduct the training session
 - 9.1.3. Training will be approximately twelve (12) hours over the course of two days
 - 9.1.4. City will ensure that the appropriate ESRI software is installed on the training workstations, prior to the arrival of Consultant trainer
- 9.2. Consultant will provide FireView Desktop refresher tutorials

10. Final Application Review

- 10.1. Following FireView Desktop training, there will be a fourteen (14) day review period. The review period serves as quality assurance/control to ensure the project has been completed and the deliverables conform to the scope. Areas to review:
 - 10.1.1. FireView saved queries are working properly and the correct pick list values are included
 - 10.1.2. FireView saved queries return anticipated results (records)
 - 10.1.3. Data shown in the selection table and reports matches source data
 - 10.1.4. Omega Street network is accurately tuned
 - 10.1.5. Geocode process is configured properly
- 10.2. Consultant will send the City a project completion sign-off form; the City will sign/date the form and e-mail/fax back to Omega and the project will be marked as complete.

Inspections

Consultant will define the Inspection schema during its provision of Professional Implementation Services.

11. Hosting Services

Purpose. Consultant agrees to host FireView Dashboard software and provide data import and export, monitoring, support, backup, technology upgrades, and training necessary for the City's productive use of such software in addition to all the services described in this Professional Services Agreement.

Backup and Recovery of City Data. Consultant is responsible for storing a backup of the City's data no less than daily and for an orderly and timely recovery of its data in the event that the Services may be interrupted. Omega will not be responsible for the City's

data lost after the most current backup and before the next scheduled backup. Omega is responsible for establishing and maintaining an information security environment that does the following: (i) ensures the security and confidentiality of the City's data; (ii) protects against any anticipated threats or hazards to the security or integrity of the City's data; (iii) protects against unauthorized access to or use of the City's data; and (iv) ensures the proper disposal of the City's data

GIS Data Specifications The following will be provided by the City:

Boundary and Landmark Features

The City shall provide files of relevant boundaries and landmarks within the area of interest. Typical features include:

- Boundaries and jurisdictions such as beats and reporting districts
- Landmark information such as schools, parks, and other locations of interest

Geocoding Reference Data

The City is responsible for providing accurate reference data that will be used to generate a geocoding service. Reference data may include the following geography: street centerline file, address points or a parcel layer.

Street Centerline File

The City must provide accurate reference data that will be used to generate a geocoding service. Typically the reference data is a street centerline file, address points or a parcel layer. It will be the City's responsibility at all times to ensure that the Street Network is accurate and compliant with the FireView application.

Networkable Street Centerline (FireView Desktop only)

The City must provide a street network file that accurately supports networking functions, including travel speeds, one-way streets, prohibited turns, overpasses, underpasses, and closed streets, where appropriate.

Background Layers (FireView Dashboard only)

The FireView Dashboard supports the use of one or more Background Layers (or map caches). These Background Layers are used to display a base map as a backdrop to the Geoprocessing results. The City will provide the Background Layers.

Bing® maps are the default map cache for the application's background layers. The following alternatives for map caches are available for Omega-Hosted and On Premise deployments:

1) MS Bing® or ESRI Maps

- Both street and air photo for the application's background layers.

2) City map caches

- The following criteria must be met if the City wishes to use their own maps caches:
 - a. Caches must be built using the Web Mercator Auxiliary Sphere (102100 or 3857) projection
 - b. If multiple caches will be used in the Dashboard, the zoom levels must match between caches

- c. The caches must be accessible by URL to all intended end-users
- d. The City is responsible for maintaining the map cache(s) and assuring its' availability and accessibility.

* At any time, Consultant maintains the exclusive right to determine a third party map cache source to be used in the FireView Dashboard application. At its sole discretion, Consultant may replace one third party map cache source for another.

ArcGIS Training Requirement

The Omega Group requires that all personnel who will be end users of the FireView software receive *Learning ArcGIS Desktop (for ArcGIS 10)* training prior to FireView training. The City will provide *Learning ArcGIS Desktop (for ArcGIS 10) training prior to FireView training*.

Vendor/Consultant Responsibilities

Application Specifications Vendor/Consultant will provide the following:

Report Specifications (FireView Dashboard Only)

Reporting is designed in Microsoft Silverlight. Capabilities include sorting and grouping of records, dynamic mapping and charting.

Report Specifications (FireView Desktop Only)

Crystal Reports is the standard reporting tool for FireView Desktop. FireView includes a set of standard report templates. Omega can design additional reports at the request of the City (additional fees apply).

Symbology

All applications include standard Omega symbology for each data source.

Operational Layers

An operational layer represents a set of geographic features, typically boundaries or landmarks that can be displayed on top of the base geography.

Saved Queries

Saved queries are a set of pre-defined data queries organized in folders. Data queries are based on data available from the RMS or CAD system and vary in design from one application to another.

Geographic Queries

Geographic queries filter your data query by location, a known boundary, point of interest, address or intersection. This will limit your search results to those records occurring within the selected boundary, or within the specified radius of the point of interest, address or intersection.

Training

An Omega instructor-led course provides students with the knowledge and skills that are needed to operate manage and support the Omega modules. Each course offers a significant amount of hands-on practices, discussions, and assessments that assist students in becoming proficient in the skills that are needed to manage and execute the functions of each FireView module successfully.

FireView Dashboard Training

FireView Dashboard training is highly personalized and interactive covering capabilities under each of the two (2) types of user groups including shared *users and system administrators* as well as a complete review of all features and functionalities of the FireView Dashboard. This comprehensive training package is broken down into the following components:

Administrator Training

The Administrator training introduces the Dashboard and provides guidance on how to manage the Dashboard's users, roles and content. The Administrator training package includes:

- Reviewing the data collection process
- Adding and deleting users
- Setting up and configuring security and permissions
- Creating FireView Dashboard widgets, pages, and Briefing Books
- Navigating/using the FireView Dashboard

End User Training

The End User training package trains your end user trainer (train-the-trainer) on the FireView Dashboard web-based user interface. The topics covered range from simple user interaction to more advanced ad hoc reporting and interactive data analysis, etc. The End User training package includes:

- Navigating/using the FireView Dashboard
- Performing on-the-fly query creation and report generation (data analysis)
- Using Queries on Demand and Alerts

FireView Desktop Training

Our FireView Desktop training session is equally personalized and interactive covering capabilities for the End-User. Training is broken down into a two (2) day, twelve (12) hour program.

End User Training

The end user FireView Desktop training package trains your end users on the FireView Desktop extension to ArcGIS Desktop software. The topics covered range from simple user interaction to more advanced ad hoc report, interactive data analysis and Esri software use relative to FireView Desktop functionality.

- Navigating/using the FireView Desktop
- On the fly query creation and report retrieval
- Response Analytics
- Threshold Alerts
- Cyclical Reports
- Interactive Data Analysis

Roles and Responsibilities of Parties. **City Roles and Responsibilities**

Critical to the success of every implementation is having the appropriate City staff prepared to be active participants and to understand what is expected from them for the duration of the implementation.

City Project Manager

The City project manager is responsible for the timely coordination of assigned project tasks.

Database Administrator

The City database administrator is responsible for providing information about the CAD/RMS database and assisting with the collection of source data.

IT Specialist

The City IT specialist is responsible for installing/licensing the Esri/Omega software, providing a method of remote access, and creating a sub-domain host header.

GIS Analyst

The City GIS analyst is responsible for providing and maintaining base map data in an ESRI compatible format.

Public Safety Analyst

The public safety analyst should have experience working with CAD/RMS data. The public safety analyst should provide input during the project's development.

Dashboard Administrator

The Dashboard Administrator is responsible for adding/maintaining user accounts. The Dashboard Administrator can also be the Dashboard Designer.

Dashboard Designer

The Dashboard Designer is responsible for creating/maintaining Dashboard content (Widgets, Pages, Alerts, Queries on Demand, etc).

Consultant Roles and Responsibilities

Consultant Project Manager/Lead

The Consultant project manager/lead is responsible for the coordination, development and implementation of a project. A project manager/lead has both the technical proficiency and management skills to carry out all project tasks from inception to completion. Project managers will prioritize project tasks in accordance with project schedules and delegate work to project staff as necessary. Responsibilities include:

- Leading internal and/or external meetings on project kickoff, implementation, scheduling, project status and project evaluation
- Planning, executing, tracking and measuring all project activities required for the successful delivery of Omega application(s)
- Identifying priorities and managing the resources required to meet the project objectives
- Performing and/or managing the technical tasks involved in the GIS application development process to include, but not limited to: data collection, geocoding, queries, report writing, and map production
- Delivering project in compliance with both City and internal quality control standards and guidelines
- Conducting training

Deployment Specialist

The Deployment Specialist is responsible for remotely installing each server-based Omega application within the City's environment or at Omega's hosting facility. This takes place once the project build has been completed and the application has been fully tested at Omega. Responsibilities include:

- Verifying that the required hardware and software is in place to run the application
- Installing all ESRI software required by the application (as well as SQL Server, where necessary)
- Installing all FireView Dashboard software
- Configuring the application to function within the specified environment
- Troubleshooting any environmental issues that may arise during deployment

Exhibit C
Fee Schedule

Exhibit C
FEE SCHEDULE

City shall pay Consultant an amount not to exceed \$59,520 for all Software and Professional Implementation Services (includes all travel expenses and Year One Module Subscription and Maintenance fees) per the following schedule:

Software/Professional Implementation Fees

Phase	Deliverables	Payment Amount
Contract Execution/Project Kick-off	Signed contract. Project Kick-off meeting completed.	\$ 5,952.00
Project Planning/FireView Dashboard Implementation	City sign off on successful delivery of Task Order Items 1-4	\$17,856.00
FireView Dashboard Training and Final Review	City sign off on successful delivery of Task Order Items 5-6	\$17,856.00
FireView Desktop Implementation/Training/Final Review	City sign off on successful delivery of Task Order Items 7-10	\$17,856.00

Annual Module and Subscription Fees

Annual Module Subscription Year Two* \$4,000.00

- Briefing Books
 - One Executive Briefing Book
- Logins
 - Five Shared User logins
 - One Administrator User login
- Data Connection/Storage
 - One data source
 - Three years of data

FireView Desktop Software Annual Maintenance Year Two* \$3,000.00

*Year Two will commence upon twelve months from the completion of implementation acceptance.

Annual fees are subject to a maximum 3% increase per year.

Exhibit D1

Subscription Agreement

Exhibit D1

I. FireView Dashboard Subscription Agreement

A. Definitions

1. **“Configuration Errors”** include any misconfiguration of the original Omega Dashboard product that would impede the successful completion of an Omega Dashboard routine (i.e. error message).

2. **“Configuration Files”** include the following:

a) The Omega Import Wizard’s profile configuration

1. SQL Statement
2. Composite fields
3. OmegaGIS fields
4. Lookup fields
5. Data cleaning
6. Spatial query
7. Address locators
8. Standardization fixes
9. Geocoding steps
10. Preferences
11. Output steps

b) The Omega Import Wizard job configuration (including scheduled task)

3. **“Configuration Issues”** include questions that are directly related to the settings and configuration of the FireView Dashboard application. “Configuration issues” do not include training-related questions.

4. **“Software errors”** include software problems that impede the successful completion of an Omega Dashboard routine (i.e. software bug and/or error message).

5. **“Software issues”** include technical questions that are directly related to the Omega Dashboard software. “Software issues” do not include training-related questions.

II. Terms of Subscription Agreement

In addition to any provisions in the Agreement, the FireView Dashboard Subscription and Maintenance Program (“Subscription & Maintenance Program”) is defined below:

A. Additional License Purchase Guidelines

The Subscription & Maintenance Program for additional software subscriptions that are purchased after the Support Activation Date will be paid on the Customer Support Program’s Term Date.

6. The first annual payment for the additional Subscription & Maintenance Program will be prorated based on the number of days during the term that preceded the licensing of the additional software.

7. Following the first annual (prorated) payment, annual payments for additional Subscription & Maintenance Program will be paid in full on the Customer Support Program's Term Date.

B. General Terms

To be eligible for Omega support services, users should be aware of, and adhere to the following terms:

1. The software license will be registered with The Omega Group. The Omega Project Manager may assist with software registration.
2. The Omega Group provides technical support for Omega software and the Omega Import Wizard interface(s) only. Specific items not included under technical support are provided below (Section: Limitations).
3. The initial Omega software application implementation and installation must be performed by an Omega Project Manager. This requirement assures that telephone support, future software service packs, and major version upgrades can be administered effectively.
4. By paying for support, the client agrees to receive support services from The Omega Group and accepts the terms and limitations of the Customer Support Program.
5. The Customer Support Program will renew each term unless cancelled prior to the term date with 60 days written advance notice by sending an email to ap@theomegagroup.com. The City's Purchase Order is the renewal confirmation/notice to proceed.
6. Should there be a lapse in payment, all past due fees must be paid to restart service. Limited to three years of past due payments.

C. Remote Connectivity

1. Technical Support will be performed through a remote connection.
2. Omega recommends a VPN or Citrix's GoToMyPC for remote connections. Client must provide the necessary remote access details if a VPN is used.
3. If the client is unable to provide a high speed remote connection, a fee will be incurred based on the additional time required for troubleshooting the support request.

D. Support Hours

Technical support hours are Monday through Friday, from 7:00 AM to 5:30 PM Pacific. Technical support can be reached by calling (800) 228-1059 or by sending email to Support@theomegagroup.com. It is Omega's intent to respond to all technical support inquiries within twenty-four (24) hours of receiving the request, during normal business hours.

E. Subscription Program includes

1. Diagnosis of problems or performance deficiencies of FireView Dashboard and a resolution of the problem or performance deficiencies of FireView Dashboard.
2. Provision of appropriate communication mechanisms for problem resolution, such as email, telephone, remote assistance (User/Consultant VPN, Business to Business-Connection (IPSec) VPN and WebEx) and self-serve portal.
3. Complete error code and troubleshooting documentation
4. Root Cause Analysis included on all issues reported prior to closing out of issue.
5. An Issue cannot be closed with vendor, unless City has agreed that issue has been satisfactorily resolved.
6. Support of production environment
7. Software bug fixes and software enhancements for existing, unmodified applications. The Omega Group will contact the client to schedule updates to the application as they become available.
8. The FireView Dashboard Application Support Plan is intended to provide product enhancements, bug fixes, and on-going software support for the original, unmodified configuration of any FireView Dashboard application. Product Patches, Releases and Bug/Fixes code updates include:
 - a. All code updates must include comprehensive release notes.
 - b. Omega will provide 3 version releases per year and notify City at least 45 days in advance.
 - c. All code updates, end user documentation created by vendor must be updated and provided to the City as part of the release notes package.
 - d. Provision of the current Omega Dashboard tutorial (digital format)
 - e. Diagnosis of Omega Dashboard software issues
 - f. Resolution of Omega Dashboard software errors
 - g. Diagnosis of Configuration issues
 - h. Resolution of Configuration errors

F. Service Level Criteria:

Technical Support Levels		
Level	Definition	Response
Minor	System is working; Client has a question to be answered	During Business Hours: Support will acknowledge call within 24 hours with response. During After Hours, support will respond by the end of the next business day.
Medium	System is substantially working. However, a process or part of the system has failed.	During Business Hours, support will acknowledge call within 4 hours during the same day. During After Hours, support will respond within the first 4 hours of the next business day.
Major	System has stopped working	During Business Hours, support will acknowledge call within 1 hour with response. During After Hours, support will respond within 4 hours

G. Availability

99.9% Application Availability

1. SERVICE LEVEL GUARANTEE DEFINITION

Omega Group shall use commercially reasonable efforts to maintain 99.9% Application Availability for Client-purchased Covered Applications. The following definitions shall be used:

- "Client": The entity who has purchased a designated service from Omega Group.
- "Application Availability". Defined as Covered Applications functioning as intended without any significant interruption.
- "Covered Application" Consists of those applications listed below

H. Contact for Subscription Agreement:

Customer: City of Chandler

Activation Date: TBD upon Completion of Services

Initial Term: One Year

Lead Admin name: Rachelle Faherty

Lead Admin email: Rachelle.Faherty@chandleraz.gov

1. Omega will troubleshoot and fix "software issues" that are completely diagnosed to be an issue with the FireView Dashboard application under this agreement. Issues that result from conflicts with any other software applications being installed alongside of a FireView Dashboard application on the same computer hardware are not covered under this support agreement. The Omega Group will not provide

support unless the FireView Dashboard application remains in a dedicated environment. This support agreement does not cover the resolution of any issues that may arise with a FireView Dashboard application as a result of non-Omega personnel interfering with the configuration and/or operation of the application. Resolution of these issues is billable to the client for time and materials.

2. Omega will troubleshoot and fix any misconfiguration of the original FireView Dashboard application if it is shown to differ from the client's original requirements for the application. The original requirements for the application must be shown in writing by the client to have preceded the completion date of the FireView Dashboard application project.
3. The Omega Group will develop upgrades to the FireView Dashboard application to remain compatible with the latest version of any supporting ESRI software applications. Until a supporting release of the FireView Dashboard application is completed by the Omega Group, the version of ESRI software must not be changed from the originally deployed version. If requested by the client, upgrades will be performed by The Omega Group for an additional charge for time and materials. Migrations to a newer Omega software product are not covered. Newer Omega software products may be purchased from The Omega Group.
4. Geography layer updates are required to have an identical field schema to the original layer's format. Changes to the schema require changing the application's configuration and will incur an additional cost.
5. Saved query updates are limited to the saved queries groups included within the original application configuration and based on the original source field. Adding a new saved query group(s) or changing the source field will incur an additional cost.
6. The client's Dashboard Designer and/or Administrator will serve as the first point of contact for all end-user support requests. For requests that cannot be resolved by the appointed client Dashboard Designer and/or Administrator, it is the responsibility of the client Dashboard Designer or Administrator to contact The Omega Group for technical support where appropriate.

This Subscription Program includes the following:

- Diagnosis of Omega (Dashboard application) software issues
- Resolution of Omega (Dashboard application) software issues
- Diagnosis of configuration issues
- Resolution of configuration issues
- Omega Software Updates
 - o Updates to Omega software functionality (as new product releases become available)
 - o Bug fixes to Omega software for known issues
 - o Version-compatibility upgrades to Omega software⁵
- Limited Dashboard Designer & Administrator assistance⁶
- Access to help & tutorial documentation
- Geography Layer Updates
 - o Clients are entitled to two (2) geographic query (filter) layer updates annually
 - o Geography layer updates are by client request when new data is made available

- Saved Query Updates
 - o Clients are entitled to two (2) saved query updates annually
 - o Saved Query updates are by client request when new query values are made available

II. Limitations

A. Users should be aware of the following limitations regarding support services:

1. Omega's technical support is limited to unmodified, "off-the-shelf" Omega software technology. Any issues that arise from the client modifying the application's files, configuration, or environment without Omega approval will not be covered under this agreement. The client will be charged an additional fee per incident or per hour to troubleshoot and resolve the issue.
2. Technical support is not a replacement for training. Additional application training is available from Omega at an additional cost.
3. Technical support does not cover configuration changes to existing applications and/or additional development to the Omega application (i.e. building new profiles, reports, saved queries, etc.). These professional services can be provided for an additional cost.
4. Technical Support only covers issues with Omega software and excludes any issues with 3rd party applications that interface with Omega software.
5. Technical support does not cover issues that arise from changes/upgrades in the client's hardware, operating system, source databases (RMS, CAD and other Databases), source data (geographic layers: including streets, boundaries, points or any reference data) or network environment. The client will be charged an additional fee per incident or per hour to troubleshoot and resolve the issue.
6. The Omega Group is not responsible for maintaining back-up files of the client's software application. The Omega Group may have copies of the client's application files stored at our offices (acquired during the application building and testing process), however, this data is limited to the extractions or samples received during the application development and can quickly become out-of-date.
7. In the event of complete data loss due to a client's server crashing or other circumstances unrelated to the Omega software, The Omega Group can assist as resources permit, but will not be held financially responsible for reinstalling and reconfiguring the application. The Omega Group will provide these services at an additional charge for time, materials, and travel.
8. The Omega Group's Customer Support Program is not a replacement for ESRI's software Customer Support Program and does not include costs for ESRI's suite of software products, including costs to install/uninstall ESRI software components.
9. Omega software is dependent upon specific versions of 3rd party software applications. Upgrades to 3rd party software used to run Omega software will require a new version of Omega software to be installed to remain compatible. Upgrades to Omega software are only provided for products that have not reached the "mature" or "retired" phase of the product lifecycle. Full-version upgrades of Omega software in support of upgrading 3rd party applications are not covered under support and will

require additional charges for time and materials. The City will contact The Omega Group before planning any upgrade to supporting 3rd party software applications.

This support plan is NOT intended to provide the following Omega Professional Services:

Upon completion of any FireView Dashboard application project, the following requests for service will incur an additional cost for time and materials:

- Changes to data fields, data schema, or import profiles required as a result of a change to or switch of source RMS/CAD database systems
- Lookup table updates that result in changes to the original FireView Dashboard application configuration
- Identify/Report Grid field changes
- Symbolology legend changes
- Query layer changes or the addition of new query layers
- Re-import of historical data
- End-user support
- Dashboard Designer tasks (create, edit, & manage Dashboard content, Briefing Books, Pages, Widgets, Alerts, Queries on Demand, etc.)
- Administrator tasks (create, edit, & manage Dashboard logins & permissions)
- Training (End-User, Designer, or Administrator) 6
- Moving of a FireView Dashboard application (or single component of a FireView Dashboard application) to a new physical server (On Premise Deployments Only)
- Restoring of a FireView Dashboard application (or single component of a FireView Dashboard application) after a catastrophic event (On Premise Deployments Only)
- Dashboard Designer, Administrator & End-User training can be purchased for an additional cost.

Exhibit D2

Maintenance and Support Agreement

Exhibit D2

I. FireView Desktop Maintenance & Support Agreement

A. Definitions

1. "Configuration Errors" include any misconfiguration of the original Omega Desktop product that would impede the successful completion of an Omega Desktop routine (i.e. error message).
2. Configuration Files" include the following:
 - a) The Omega Import Wizard's profile configuration
 1. SQL Statement
 2. Composite fields
 3. OmegaGIS fields
 4. Lookup fields
 5. Data cleaning
 6. Spatial query
 7. Address locators
 8. Standardization fixes
 9. Geocoding steps
 10. Preferences
 11. Output steps
 - b) The Omega Import Wizard job configuration (including scheduled task)
 - c) Crystal Reports
 - d) Saved Queries
 - e) GIS and/or other data
 - f) Map configuration (mxd & .mxt)
 - g) Cyclical Reports
 - h) Threshold Alerts
3. "Configuration Issues" include questions that are directly related to the Omega configuration files. "Configuration issues" do not include training-related questions.
4. "Software errors" include software problems that impede the successful completion of an Omega Desktop routine (i.e. software bug and/or error message).
5. "Software issues" include technical questions that are directly related to the Omega Desktop software. "Software issues" do not include training-related questions.

II. Terms of FireView Desktop Maintenance and Support Agreement

In addition to any provisions in the Agreement, the FireView Desktop Support and Maintenance Program ("Maintenance & Support Program") is defined below:

A. Additional License Purchase Guidelines

The Maintenance & Support Program for additional software licenses that are purchased after the Support Activation Date will be paid on the Customer Support Program's Term Date.

- a. The first annual payment for the additional Maintenance & Support Program will be prorated based on the number of days during the term that preceded the licensing of the additional software.
- b. Following the first annual (prorated) payment, annual payments for additional Maintenance & Support Program will be paid in full on the Customer Support Program's Term Date.

B. General Terms

To be eligible for Omega support services, users should be aware of, and adhere to the following terms:

1. The software license will be registered with The Omega Group. The Omega Project Manager may assist with software registration.
2. The Omega Group provides technical support for Omega software and the Omega Import Wizard interface(s) only. Specific items not included under technical support are provided below (Section: Limitations).
3. The initial Omega software application implementation and installation must be performed by an Omega Project Manager. This requirement assures that telephone support, future software service packs, and major version upgrades can be administered effectively.
4. By paying for support, the client agrees to receive support services from The Omega Group and accepts the terms and limitations of the Customer Support Program.
5. The Customer Support Program will renew each term unless cancelled prior to the term date with 60 days written advance notice by sending an email to ap@theomegagroup.com. The City's Purchase Order is the renewal confirmation/notice to proceed.
6. Should there be a lapse in payment, all past due fees must be paid to restart service. Limited to three years of past due payments.

C. Remote Connectivity

1. Technical Support will be performed through a remote connection.
2. Omega recommends a VPN or Citrix's GoToMyPC for remote connections. Client must provide the necessary remote access details if a VPN is used.

3. If the client is unable to provide a high speed remote connection, a fee will be incurred based on the additional time required for troubleshooting the support request.

D. Support Hours

Technical support hours are Monday through Friday, from 7:00 AM to 5:30 PM Pacific. Technical support can be reached by calling (800) 228-1059 or by sending email to Support@theomegagroup.com. It is Omega's intent to respond to all technical support inquiries within twenty-four (24) hours of receiving the request, during normal business hours.

E. FireView Desktop Maintenance and Support includes:

1. Diagnosis of problems or performance deficiencies of FireView Desktop and a resolution of the problem or performance deficiencies of FireView Desktop.
2. Provision of appropriate communication mechanisms for problem resolution, such as email, telephone, remote assistance (User/Consultant VPN, Business to Business-Connection (IPSec) VPN and WebEx) and self-serve portal.
3. Complete error code and troubleshooting documentation
4. Root Cause Analysis included on all issues reported prior to closing out of issue.
5. An Issue cannot be closed with vendor, unless City has agreed that issue has been satisfactorily resolved.
6. Support of production environments
7. Software bug fixes and software enhancements for existing, unmodified applications. The Omega Group will contact the client to schedule updates to the application as they become available.
8. The FireView Desktop Application Support Plan is intended to provide product enhancements, bug fixes, and on-going software support for the original, unmodified configuration of any FireView Desktop application. Product Patches, Releases and Bug/Fixes code updates include:
 - a. All code updates must include comprehensive release notes.
 - b. No release, patch or bug/release will be released into production, without City approval. Vendor will continue to support existing version, if problems are detected during a testing phase and City has not agreed for the product to move to production.
 - c. All code updates, end user documentation created by vendor must be updated and provided to the City as part of the release notes package.
 - d. Omega software updates (minor)
 - 1) Compatibility with the current ArcGIS release

- 2) Updates for the Omega Desktop software routines / functionality
- 3) Hotfixes
- e. Assistance with the setup of Omega Desktop on a new server and/or user's computer.
- f. Provision of the current Omega Desktop tutorial (digital format)
- g. Diagnosis of Omega Desktop software issues
- h. Resolution of Omega Desktop software errors
- i. Diagnosis of Configuration issues
- j. Resolution of Configuration errors

F. Service Level Criteria:

Technical Support Levels		
Level	Definition	Response
Minor	System is working; Client has a question to be answered	During Business Hours: Support will acknowledge call within 24 hours with response. During After Hours, support will respond by the end of the next business day.
Medium	System is substantially working. However, a process or part of the system has failed.	During Business Hours, support will acknowledge call within 4 hours during the same day. During After Hours, support will respond within the first 4 hours of the next business day.
Major	System has stopped working	During Business Hours, support will acknowledge call within 4 hour with response. During After Hours, support will respond within 4 hours of the next business day.

III. Limitations

- A.** Users should be aware of the following limitations regarding support services:
1. Omega's technical support is limited to unmodified, "off-the-shelf" Omega software technology. Any issues that arise from the client modifying the application's files, configuration, or environment without Omega approval will not be covered under this agreement. The client will be charged an additional fee per incident or per hour to troubleshoot and resolve the issue.

2. Technical support is not a replacement for training. Additional application training is available from Omega at an additional cost.
3. Technical support does not cover configuration changes to existing applications and/or additional development to the Omega application (i.e. building new profiles, reports, saved queries, etc.). These professional services can be provided for an additional cost.
4. Technical Support only covers issues with Omega software and excludes any issues with 3rd party applications that interface with Omega software.
5. Technical support does not cover issues that arise from changes/upgrades in the client's hardware, operating system, source databases (RMS, CAD and other Databases), source data (geographic layers: including streets, boundaries, points or any reference data) or network environment. The client will be charged an additional fee per incident or per hour to troubleshoot and resolve the issue.
6. The Omega Group is not responsible for maintaining back-up files of the client's software application. The Omega Group may have copies of the client's application files stored at our offices (acquired during the application building and testing process), however, this data is limited to the extractions or samples received during the application development and can quickly become out-of-date.
7. In the event of complete data loss due to a client's server crashing or other circumstances unrelated to the Omega software, The Omega Group can assist as resources permit, but will not be held financially responsible for reinstalling and reconfiguring the application. The Omega Group will provide these services at an additional charge for time, materials, and travel.
8. The Omega Group's Customer Support Program is not a replacement for ESRI's software Customer Support Program and does not include costs for ESRI's suite of software products, including costs to install/uninstall ESRI software components.
9. Omega software is dependent upon specific versions of 3rd party software applications. Upgrades to 3rd party software used to run Omega software will require a new version of Omega software to be installed to remain compatible. Upgrades to Omega software are only provided for products that have not reached the "mature" or "retired" phase of the product lifecycle. Full-version upgrades of Omega software in support of upgrading 3rd party applications are not covered under support and will require additional charges for time and materials. The City will contact The Omega Group before planning any upgrade to supporting 3rd party software applications.

B. Under the Basic Support Plan, the following requests for service will incur an additional cost:

- Change RMS/CAD vendor(s)
- RMS/CAD database schema updates (field length, type, size... table name change, etc...)
- Lookup table updates (code/description)
- Saved query updates
- Crystal Report updates
- GIS source file updates

- Geocoding rate enhancement
- Re-import of historical data
- Assistance with the setup of Omega Desktop on a new server or user's computer.
- Change the GIS format (Shapefile, Personal Geodatabase, File Geodatabase, ArcSDE Geodatabase, etc...) of the reference data or Import Wizard output data.
- Add/remove Import Wizard profile fields
- GIS editing
- Other source file integration
- Additional profiles
- Consulting
- Street network & cost matrix updates (integrating new/updated street data into the cost matrices)

Exhibit E

Change Control Process

The change control procedure will be utilized to manage all material changes to the project and must be approved by both the City and Omega. The procedure is designed to capture all requests for change, while at the same time ensuring that the decisions are traceable and made at the correct level. Either the City or Omega can raise a change request to the Agreement. The Change Request/Order (CR) will identify the business reasons for the change and define the impacts whether the change is made or not.

Change Control ensures that:

- Project baselines are established for approved changes
- Each CR is identified and managed efficiently
- The Parties' Project Managers are able to accurately communicate the status of each CR to their respective constituents.
- Parties' Project Managers can monitor, approve, defer or withdraw changes proposed to the Agreement, expenditures, and Scope of Work.
- The Parties' Project Managers make decisions which are fully informed as to impact as well as close to the time when the conditions that lead to the proposed change are recent and ascertainable.

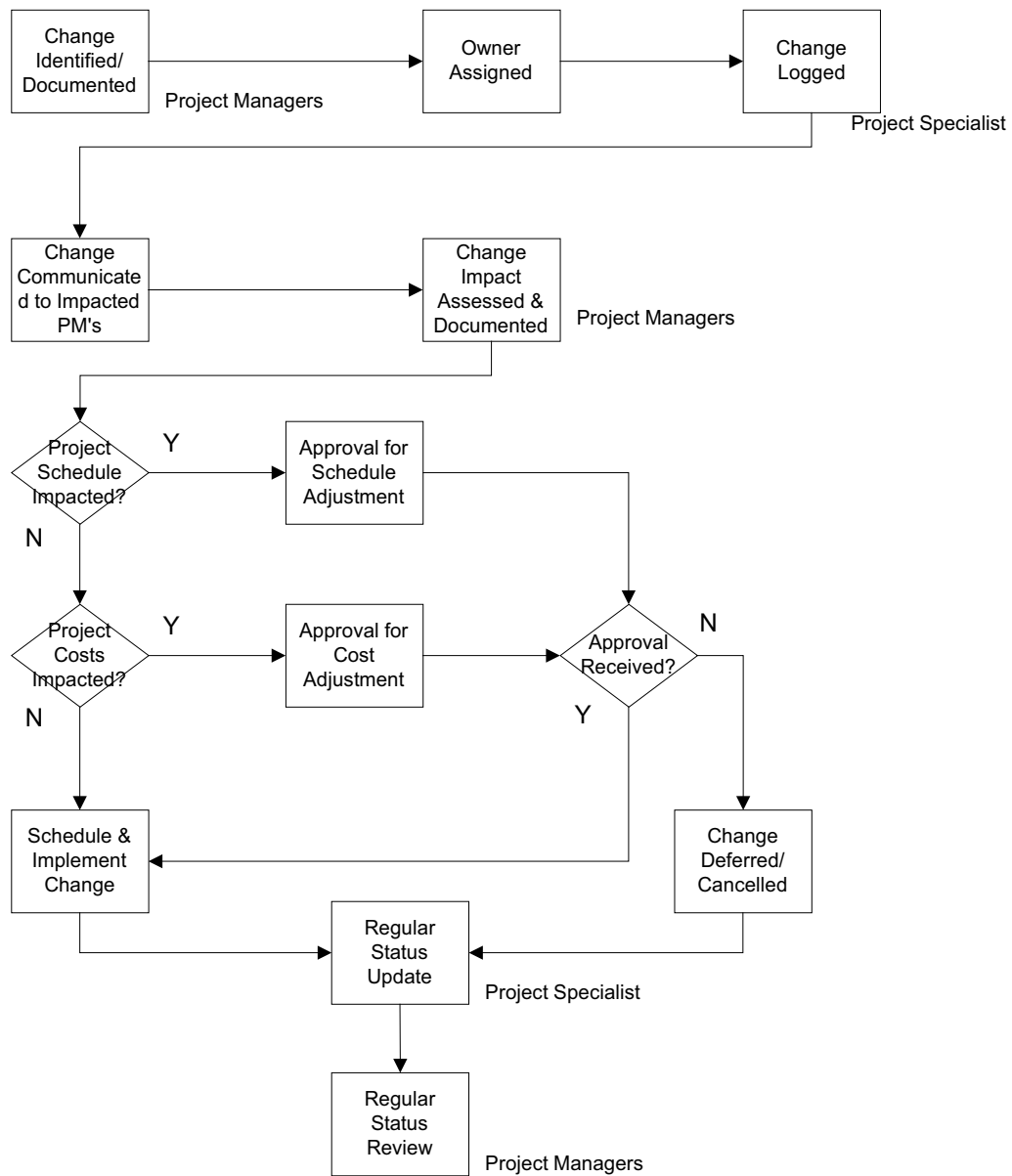
Change Control is specifically designed to eliminate 'scope creep' within the project. As changes are identified and implemented the effects on the business community and other people associated with the new system will need to be assessed and the impact evaluated. This impact will need to be managed through the Change Management procedures and mitigated via relevant communications to, and training of, the affected users and personnel.

Change Control Process

The following change control procedure shall be adopted for all changes to the project. The Project Management Team, consisting of the City and Omega project managers will have accountability for the Change Control Procedure and the delegated authority for approving changes.

Change Order Process

The following diagram depicts how changes will be managed within this project.



Change Identified and Documented: A Change is usually initiated via the Change Order. When a request is deemed to be a change, the Project Manager enters this change process.

Change Owner Assigned: Through project meeting discussions, a single Change Owner is identified (normally a Project Manager). This person speaks to the change, ensures it is analyzed by the appropriate team members and works through any approval processes to determine final disposition.

Change Logged: Included in this document is a copy of the Change form showing the information collected.

Change Communicated to Impacted Team Members: The Project Manager will ensure that each new Change is communicated (electronically where possible) to all impacted team members. The Change Owner will determine who these people are.

Change Impact Assessed and Documented: Each Project Manager is responsible for analysis of any change that may impact their project deliverables. Impact is documented in the Change database.

Project Schedule Impacted: If the change impacts the Project Schedule, the Change must receive City approval.

Project Costs Impacted: If the Change impacts project costs, the change must receive City approval.

No Cost/Schedule Impact: If the change does not result in any revisions to either costs or schedules, the change must receive City approval.

Schedule and Implement Change: If all necessary approvals are received (or none were required), the change is scheduled and implemented. If the project schedule is impacted, a new revised project schedule is created.

Change Deferred/Cancelled: If the change is not approved, the reasons are to be documented and it will be cancelled or deferred until after the project is completed.

Regular Status Update: Project Managers must be provided with any new information related to Change Status so that the database is kept current and the Change Summary form reflects current information. Project Managers will create a Change Summary report on request only.

Regular Status Review: Review of the ongoing status of changes is a mandatory item on each project management meeting agenda.

Neither Party will charge the other for the consideration of CRs. The completed response will be returned to the Project Management Team. Appropriate approval shall be sought for the change and if necessary the CR may be recommended to the Project Steering Committee for final acceptance.

Each change request will be either:

- Approved for inclusion in the project, where the impact on the current phase is outlined and approved as part of the CR
- Approved for inclusion in a future phase, where the impact on the future phase is outlined and approved as part of the CR

- Rejected and Closed

Both Parties shall work in good faith to review and approve or reject any such CRs within a reasonable period of time, typically no more than five (5) Working Days, or as mutually agreed by the parties, from the return of the ‘investigated’ CR. If accepted, the CR shall be henceforth termed a “Change Order” and the change in work-scope, Statement of Work, fees and payment schedule shall become immediately effective.

Sample Change Request

CR Number		CR Name	
Project Name		Date Submitted	
Project Manager / Owner		Resolution Needed By Date	
Client Name	the City	Requested By	
Change Request Type	<input type="checkbox"/> New Requirement <input type="checkbox"/> Requirement Change <input type="checkbox"/> Scope / Resource Change <input type="checkbox"/> SOW Clarification	Priority	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
Business Description	<u>Business Drivers / Change Description:</u> (Information that needs to be detailed on additional pages should be attached and labeled with CR Number.)		
Change Benefits and Justification			

Initial Disposition			
Disposition	Reason if not approved	Signature	Date
<input type="checkbox"/> Accepted & forwarded to Project Manager for review <input type="checkbox"/> Future Enhancement <input type="checkbox"/> Rejected			
Analysis Information			
Proposed Resolution	<u>Approach:</u>		
Effort Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
Schedule Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
Cost Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
Resource Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
Impact if NOT Approved (Schedule, Cost, Quality)	(Provide explanation)		
Final Disposition			
Change Control Status	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Future Enhancement		
Change Control Reason, if not approved			
Approvals			
Title	Name	Signature	Date
the City Project Manager			
Omega Project Manager			
Omega President			

000		\$0.00
Chargeable Hours	Rate	Amount
000	000	
Non-Chargeable Hours	Total Hours	

Exhibit F

Predicate Software and Equipment

I. Predicate Software Specifications

FireView Dashboard: the City must provide the following software which will be required for Cloud-based FireView Dashboard deployment:

ESRI software

- ArcGIS (ArcView), version 10

FireView Desktop: the City must provide the following software which will be required for installation and use of the FireView Desktop application:

ESRI Software

- ArcView 10
- Spatial Analyst 10
- Crystal Reports version 11

II. Predicate Data Specifications

In order for the Software to be implemented, the City will provide the following data in accordance with the following data specifications:

Incident Data (available in both FireView Desktop and Dashboard)

AGENCY	1	AGENCY	YES	YES	YES	YES
INCIDENT NUMBER	2	INCIDENT_NUM	YES			
INCIDENT CATEGORY	3	FV_LEGEND	YES	YES	YES	YES
INCIDENT TYPE	4	INC_TYPE	YES	YES	YES	YES
SHIFT	5	SHIFT	YES	YES	YES (TOP 20)	YES
ADDRESS	6	FV_ADDRESS	YES			
APARTMENT	7	APT	YES			
AREA 1*	8		YES		YES	YES
AREA 2*	9		YES		YES	YES
AREA 3*	10		YES		YES	YES
STATION	11	STATION	YES	YES	YES	YES
RESPONSE TYPE/PRIORITY RESPONSE	12	RESP_TYPE_DESC	YES	YES	YES	YES
911 DATE	13	911_DATE	YES			
NOTIFY DATE	14	NOTIFY_DATE	YES			
ARRIVAL DATE	15	ARRIVAL_DATE	YES			
LAST UNIT CLEAR DATE	16	CLEAR_DATE	YES			
PROCESS TIME	17	PROCESS_TIME	YES	YES**		

DEPT RESPONSE TIME	18	DEPT_RESP_TIME	YES	YES**		
TOTAL REFLEX TIME	19	TOTAL_REFLEX_TIME	YES	YES**		
ACTION TAKEN	20	ACTION1_DESC	YES	YES	YES	YES
PROPERTY USE	21	PROP_USE_DESC	YES	YES	YES	YES
PROPERTY LOSS	22	PROP_LOSS	YES			
PROPERTY VALUE	23	PROP_VALUE	YES			
PROPERTY SAVED (percent value)	24	PROP_LOSS,PROP_VALUE	YES			
MUTUAL AID	25	MUTUAL_AID_DESC	YES	YES	YES	YES
CAUSE OF IGNITION	26	CAUSE_IGN_DESC	YES	YES	YES	YES
INJURY_FATALITY***	27	FS_FATAL, FS_NONFATAL, OTHER_FATAL, OTHER_NONFATAL	YES	YES		
REPORT COMPLETED	28	COMPLETED	YES	YES	YES	YES

*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.

** Part of "Response Times" query group

*** If possible, created by using a formula to combine RMS/CAD fields into single Dashboard field

Additional FireView Desktop Fields for Incident Data

1	INC_TYPE_DESC	INCIDENT TYPE DESC	YES
2	RESP_TYPE_DESC	RESPONSE TYPE DESC/PRIORITY RESPONSE	YES
3	ACTION1_DESC	ACTION TAKEN DESC	YES
4	PROP_USE_DESC	PROPERTY USE DESC	YES
5	MUTUAL_AID_DESC	MUTUAL AID DESC	YES
6	CAUSE_IGN_DESC	CAUSE OF IGNITION DESC	YES

Apparatus Data (Available in both FireView Desktop and Dashboard)

AGENCY	1	AGENCY	YES	YES	YES	YES
INCIDENT NUMBER	2	INCIDENT_NUM	YES			
UNIT	3	UNIT	YES		YES	YES
APPARATUS TYPE	4	UNIT_TYPE_DESC	YES	YES	YES	YES
ARRIVAL ORDER	5	ARRIVAL_ORDER_OVERALL	YES	YES	YES	YES
INCIDENT CATEGORY	6	FV_LEGEND	YES	YES	YES	YES

INCIDENT TYPE	7	INC_TYPE_DESC	YES	YES	YES (TOP 20)	YES
ADDRESS	8	FV_ADDRESS	YES			
APARTMENT	9	APT	YES			
AREA 1*	10		YES		YES	YES
AREA 2*	11		YES		YES	YES
AREA 3*	12		YES		YES	YES
STATION	13	STATION	YES	YES	YES	YES
SHIFT	14	SHIFT	YES	YES	YES	YES
RESPONSE TYPE/PRIORITY RESPONSE	15	RESP_TYPE_DESC	YES	YES	YES	YES
911 DATE	16	911_DATE	YES			
NOTIFY/DISPATCH DATE	17	DISPATCH_DATE	YES			
ENROUTE/ROLL DATE	18	ENROUTE_DATE	YES			
ARRIVAL DATE	19	ARRIVAL_DATE	YES			
CLEAR DATE	20	CLEAR_DATE	YES			
TURNOUT TIME	21	TURNOUT_TIME	YES	YES***		
TRAVEL TIME	22	TRAVEL_TIME	YES	YES***		
DEPT RESPONSE TIME	23	DEPT_RESP_TIME	YES	YES***		
TOTAL REFLEX TIME	24	TOTAL_REFLEX_TIME	YES	YES***		
PROPERTY USE	26	PROP_USE	YES	YES***	YES	YES
ACTION TAKEN	27	ACTION1_DESC	YES	YES	YES	YES
MUTUAL AID	28	MUTUAL_AID_DESC	YES	YES	YES	YES

*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.

**If not available, Omega can create the UNIT_NUMBER field when technically feasible

** Part of "Response Times" query group

Additional FireView Desktop Fields for Apparatus Data

1	UNIT_STATION	UNIT NUMBER**	YES
2	UNIT_TYPE_DESC	APPARATUS TYPE DESC	YES
3	INC_TYPE_DESC	INCIDENT TYPE DESC	YES
4	RESP_TYPE_DESC	RESPONSE TYPE DESC/PRIORITY RESPONSE	YES
5	PROP_USE	PROPERTY USE DESC	YES
6	ACTION1_DESC	ACTION TAKEN DESC	YES
7	MUTUAL_AID_DESC	MUTUAL AID DESC	YES

Inspections

Inspection schema will be defined during implementation process.

-

III. Predicate Windows Specifications

A local administrator account is required for Omega use on all servers involved in the project. This account must be the same across all servers and must use the same, non-expiring password.

IV. Predicate Hardware Specifications

Import Server

- Quad-Core Intel® Xeon® processor
- 6 GB RAM
- RAID 1 or RAID 5 disk configuration using SAS 15K RPM 146GB disks or better
- Gigabit Ethernet network card

End-user Workstations for FireView Dashboard

- Processor: 2.00 GHz Dual-core Intel processor (or faster)
- RAM: 2 GB
- Network Card: 1 Gb (1000 Mb) Gigabit
- Monitor: Minimum resolution: 1024px X 768px
- OS: Windows XP SP3 or newer
- Browser Support: Firefox, Safari, Chrome, or IE7 (or higher)
- Other: Silverlight 4 (or higher)

End-user Workstations for FireView Desktop

- Windows XP/Vista/Windows 7
- Intel Core 2 Duo Processor (not less than 2.6 Ghz)
- 4 GB RAM
- 250 GB hard drive
- DVD drive
- Video/graphics card (w/ 256 MB RAM) or better
- Gigabit Ethernet network card

V. Predicate Remote Access Requirement

Establishing remote connection to the server(s)

- Data collection, installation and technical support will be performed through remote connection
- Consultant recommends VPN or Citrix's GoToMyPC for remote connections
- City must provide the necessary remote access details

Exhibit G

NETWORK CONNECTION POLICY

Exhibit G

NETWORK CONNECTION POLICY

Purpose: To ensure that a secure method of network connectivity between City of Chandler and all third parties and to provide a formalized method for the request, approval and tracking of such connections.

1. Scope

- 1.1. External company data network connections to City of Chandler can create potential security exposures if not administered and managed correctly and consistently. These exposures may include non-approved methods of connection to the City of Chandler network, the inability to shut down access in the event of a security breach, and exposure to hacking attempts. Therefore, all external company data network connections will be via the Global Partners Network. This policy applies to all new Third Party Network Connection requests and any existing Third Party Network Connections. When existing Third Party Network Connections do not meet all of the guidelines and requirements outlined in this document, they will be re-engineered as needed

Definitions: A "Network Connection" is defined as one of the connectivity options listed in Section B. below. Third Parties is defined as City of Chandler Partners, Vendors, Suppliers and the like.

A. Third-Party Connection Requests and Approvals

The required information is outlined in the **Third Party Connection Request - Information Requirements Document** (See Attachment 3 of this document). All information requested on this form must be completed prior to approval and sign off. It is Company's responsibility to ensure that Company has provided all of the necessary information and that such information is correct.

All Third Party connection requests must have a City of Chandler VP level signature for approval. In some cases approval may be given at a lower level with pre-authorization from the appropriate City of Chandler VP. Also, all Third Parties requesting a Network Connection must complete and sign a City of Chandler Non-Disclosure Agreement.

As a part of the request and approval process, the technical and administrative contact within Company's organization or someone at a higher level within Company will be required to read and sign the "Third Party Connection Agreement" and any additional documents, such as the City of Chandler Non-Disclosure Agreement.

B. Connectivity Options

The following five connectivity options are the standard methods of providing a Third Party Network Connection. Anything that deviates from these standard methods must have a waiver sign-off at the City of Chandler VP level.

- 1) Leased line (e.g. T1) - Leased lines for Third Parties will be terminated on the Partners network.
- 2) ISDN/FR - Dial leased lines will terminate on a Third Party only router located on the ECS or IT Partners network. Authentication for these connections must be as stated in Section E. below.
- 3) VPN / Encrypted Tunnel - Encrypted tunnels should [must?] be terminated on the Partners Network whenever possible. In certain circumstances, it may be required to terminate an encrypted tunnel on the dirty subnet, in which case the normal City of Chandler perimeter security measures will control access to internal devices.

- 4) Secure Shell (SSH) access from Internet – Secure shell access from the Internet will be only be via secure shell (SSH) provided by first using SSH to the Third Party gateway machine, where the connection will be authenticated per Section E. below. Once the connection is authenticated, SSH sessions to internal hosts will be limited to those services needed by using the authorization capabilities of City of Chandler Secure Database.
- 5) Remote Dial-up via PPP/SLIP - Remote dial-up via PPP/SLIP will be provided by a separate Third Party modem pool. The connection will be authenticated per Section E. below

C. Third Party (Partner) Access Points

When possible, Third Party (Partner) Access Points (PAPs) should be established in locations such that the cost of the access is minimized. Each PAP should consist of at least one router with leased line with Frame Relay, ISDN or VPN capability.

D. Services Provided

In general, services provided over Third Party Network Connections should be limited only to those services needed, and only to those devices (hosts, routers, etc.) needed. **Blanket access will not be provided for anyone.** The default policy position is to deny all access and then only allow those specific services that are needed and approved by City of Chandler pursuant to the established procedure.

In no case shall a Third Party Network Connection to City of Chandler be used as the Internet connection for the Third Party.

The standard set of allowable services are listed below:

File Exchange via ftp - Where possible, file exchange via ftp should take place on the existing City of Chandler ftp servers (server name(s) and addresses to be obtained from IT) for all other work). IT supported Third Party connections have additional FTP services provided by a server in on the Partners Network.

Electronic Mail Exchange - Business-related email exchange between City of Chandler and Third Parties may be conducted over the Network Connection as needed. Mail from Third Party sites to Non-City of Chandler addresses will not be allowed over the Network Connection.

SSH Access – Secure shell access will be provided to specific City of Chandler hosts, as explicitly needed. Employees from Third Parties will only be given accounts on the specific City of Chandler hosts that are needed. Where possible, router ACLs and static routes will be used to limit the paths of access to other internal City of Chandler hosts and devices.

NOTE: NIS accounts and Directory Services are not to be established for employees of Third Parties who have accounts on City of Chandler hosts.

Web Resource Access - Access to internal web resources will be provided on an as-needed basis. Access will be provided by mirroring the appropriate web resources to a web server that resides on the Partners Network. Access to City of Chandler's public web resources will be accomplished via the normal Internet access for the Third Party.

Access to Source Code Repositories This access will be decided on case-by-case basis.

Print Services - Print services can be provided to City of Chandler IT-supported Third Party connections by via two print spoolers on the City of Chandler Partners Network. City of Chandler-owned printers that boot off the print spoolers will be located on the City of Chandler, extended network at the Third Party sites.

SQL*Net Access - This will be decided on a case-by-case basis.

ERP Access - This will be decided on a case-by-case basis.

NT File Exchange - File exchange will be provided by NT file servers located on the City of Chandler Partners Network. Each Third Party needing NT File exchange will be provided with a separate folder that is only accessible to that Party and the necessary people at City of Chandler.

E. Authentication for Third Party Network Connections

Third Party Network Connections made via remote dial-up using PPP/SLIP or VPN to SSH over the Internet will be authenticated using the City of Chandler VPN Access System. VPN access will be granted via separate accounts specifically for Third Party individual.

F. City of Chandler Equipment at Third Party Sites

In many cases it may be necessary to have City of Chandler-owned and maintained equipment at a Third Party site. All such equipment will be documented on the Third Party Connection Request. Information Requirements Document. Access to network devices such as routers and switches will only be provided to City of Chandler support personnel. All City of Chandler-Owned Equipment located at Third Party sites must be used only for business purposes. Any misuse of access or tampering with City of Chandler-provided hardware or software, except as authorized in writing by City of Chandler, may, in City of Chandler's sole discretion, result in termination of the connection agreement with the Third Party. If City of Chandler equipment is loaned to a Third Party, the Third Party will be required to sign an appropriate City of Chandler Equipment Loan Agreement, if one is required

G. Protection of Company Private Information and Resources

The City of Chandler network support group responsible for the installation and configuration of a specific Third Party Connection must ensure that all possible measures have been taken to protect the integrity and privacy of City of Chandler confidential information. At no time should City of Chandler rely on access/authorization control mechanisms at the Third Party's site to protect or prohibit access to City of Chandler confidential information.

Security of Third Party Connections will be achieved by implementing "Access Control Lists" on the Partner Gateway routers to which the Third Party sites are connected. The ACLs will restrict access to pre-defined hosts within the internal City of Chandler network. The ACLs will be determined by the appropriate support organization. A set of default ACLs may be established as a baseline.

Enable-level access to City of Chandler-owned/maintained routers on Third Party premise will only be provided to the appropriate support organization. All other business personnel (i.e. Partner Site local technical support personnel) will have restricted access/read-only access to the routers at their site and will not be allowed to make configuration changes.

City of Chandler shall not have any responsibility for ensuring the protection of Third Party information. The Third Party shall be entirely responsible for providing the appropriate security measures to ensure protection of their private internal network and information.

H. Audit and Review of Third Party Network Connections

All aspects of Third Party Network Connections - up to, but not including Company's firewall, will be monitored by the appropriate City of Chandler network support group. Where possible, automated tools will be used to accomplish the auditing tasks. Monthly reports should be generated on the Partners Authentication database showing the specific login entries and the appropriate City of Chandler POC. Each City of Chandler Partner POC will receive a copy of the monthly reports showing all of the accounts pertaining to his/her area. Copies of the reports will also be mailed to the department directors.

Nightly audits will be performed on all City of Chandler-owned/maintained Third Party router/network device configurations and the output will be mailed to the appropriate City of Chandler network support group. Any unauthorized changes will be investigated immediately.

All Third Party Network Connections will be reviewed on a quarterly basis and information regarding specific Third Party Network Connection will be updated as necessary. Obsolete Third Party Network Connections will be terminated.

I. City of Chandler Corporate IT Information Security Organization

City of Chandler Information Technology Security has the responsibility for maintaining related policies and standards. Corporate IT Security will also provide advice and assistance regarding judgment calls, and will facilitate information gathering in order to make a correct decision. Global coordination of confidentiality and non-disclosure agreements with all third parties is also the responsibility of City of Chandler IT Security.

J. City of Chandler Network Operations Services

City of Chandler Network Operations Services and IT Security is responsible for all global firewall design, configuration and engineering required for support of any and all third party connections.

Attachment 1 to Exhibit G

City of Chandler INFORMATION REQUIREMENTS DOCUMENT

In accordance with the City of Chandler Network Connection Policy, all requests for Third Party Network Connections must be accompanied by this completed Information Requirements Document prior notice to proceed is issued. The City of Chandler IT Staff, Project Management or Procurement staff with the consultation of the third party requesting the Network Connection should complete this document.

A. Contact Information

Requester Information

Name:
Department Number:
Manager's Name:
Director's Name:
Phone Number:
Email Address:

Technical Contact Information

Name:
Department:
Manager's Name:
Director's Name:
Phone Number:
Pager Number:
Email Address

Back-up Point of Contact:

Name:
Department:
Manager's Name:
Director's Name:
Phone Number:
Pager Number:
Email Address

B. Problem Statement/Purpose of Connection

1. What is the desired end result?
2. Company must include a statement about the business needs of the proposed connection.

C. Scope of Needs (In some cases, the scope of needs may be jointly determined by the supporting organization and the Third Party.)

1. What services are needed? (See Section D. of Network Connection Policy)
2. What are the privacy requirements (i.e. do you need encryption)?
3. What are the bandwidth needs?
4. How long is the connection needed?
5. What are future requirements, if any?

D. Third Party Information

1. Third Party Name

2. Management contact (Name, Phone number, Email address)
3. Location (address) of termination point of the Network Connection (including building number, floor and room number)
4. Main phone number
5. Local Technical Support Hours (7X24, etc).
6. Escalation List
7. Host/domain names of the Third Party
8. Names (Email addresses, phone numbers) of all employees of the Third Party who will use this access. If not appropriate to list the names of all employees then provide a count of the number of employees who will be using the connection.

E. What type of work will be done over the Network Connection?

1. What applications will be used?
2. What type of data transfers will be done?
3. How many files are involved?
4. What are the estimated hours of use each week?
5. What are peak hours?

F. Are there any known issues such as special services that are required?

G. Are there any unknown issues at this point, such as what internal City of Chandler services are needed?

H. Is a backup connection needed? (e.g., are there any critical business needs associated with this connection?)

I. What is the requested installation date? (Minimum lead-time is 60 days)

J. What is the approximate duration of the Third Party Network Connection?

K. Has a Non-Disclosure Agreement been signed with the Third Party or the appropriate employees of the Third Party?

L. Are there any existing Network Connections at City of Chandler with this company?

M. Other useful information

Exhibit H

Insurance Requirements

EXHIBIT H
INSURANCE REQUIREMENTS

1. CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of A-6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
2. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
3. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
4. If any of the insurance policies are not renewed prior to expiration, payments to the CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.
5. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
6. CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
7. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT's acts, errors, mistakes, omissions, work or service.
8. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee.
9. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
10. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT's information and belief.
11. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT until such time as the

CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

C.1 PROOF OF INSURANCE - CERTIFICATES OF INSURANCE

1. Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
3. All Certificates of Insurance shall identify the policies in effect on behalf of CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
4. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONSULTANT's obligations under this Agreement.

C.2 REQUIRED COVERAGE

1. Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
2. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees;
4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's employees;
5. Claims for damages insured by usual personal injury liability coverage;
6. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
7. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.

8. Claims for bodily injury or property damage arising out of completed operations;
9. Claims involving contractual liability insurance applicable to the Consultant's obligations under the Indemnification Agreement;
10. Claims for injury or damages in connection with one's professional services;
11. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off-loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

C.2.1 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$4,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONSULTANT's operations and products, and completed operations.

C.2.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Consultants, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

C.2.3 Automobile Liability

CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

C.2.4 Worker's Compensation and Employer's Liability

CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

If CONSULTANT is a sole proprietor and has no employees, CITY will accept a Sole Proprietor's waiver of Workers' Compensation benefits in lieu of Workers' Compensation insurance

In case any work is subcontracted, CONSULTANT will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONSULTANT.

C.2.5 Professional Liability

CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by CONSULTANT, or any person employed by CONSULTANT, with a claims made policy limit of not less than \$1,000,000.



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**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

23

2. Council Meeting Date:

September 13, 2012

TO: MAYOR & COUNCIL

3. Date Prepared: July 26, 2012

THROUGH: CITY MANAGER

4. Requesting Department: Fire/City Manager

5. SUBJECT: Sole source agreement for the purchase of FireView software and implementation services from The Omega Group in the amount of \$59,520.

6. RECOMMENDATION: Recommend approval of the sole source agreement for the purchase of FireView software and implementation services from The Omega Group in the amount of \$59,520.

7. HISTORICAL BACKGROUND/DISCUSSION: The Fire Department requires a tight integration of fire incident and geographical data to meet the day-to-day operational and accreditation process needs and/or requirements. This has been a very manual process, relying on a single resource within Fire to produce the required reports. Managing and publishing the data for accreditation and monthly reports needs to be accurate, efficient and easily accessible. An interface with the Fire incident and geographical data resulting in real-time data access for day-to-day operations and analysis is necessary and critical when managing day to day operations. The Fire Department needs a user-friendly, centralized location of the Fire data with a dashboard-like solution for end-user analysis, mapping, and reporting. The FireView solution provides access to all levels of management and the work-force to a centralized, web-enabled reporting and mapping tool. It illustrates visual reports on all aspects of the Fire Service such as effective response, time analysis, deployment, and call-volume statistical data.

8. EVALUATION PROCESS: Extensive research was done to find another solution similar to the FireView software and no others were found. Several other local municipalities that have purchased and use FireView were contacted and they also purchased the software as a sole source. The price offered to Chandler is comparable to what the other municipalities paid for the same software. Because the system is proprietary, the ongoing maintenance will also only be available from The Omega Group. No other vendors are authorized to provide the software or maintenance services. The first year of support and maintenance is included in the software cost.

9. FINANCIAL IMPLICATIONS: 401.1285.5219.0.6IC072.0 General Government Capital Projects Fund, ITOC Capital, Other Professional Services, Fire GIS Portal and Reporting in the amount of \$59,520.

10. PROPOSED MOTION: Move to approve the sole source agreement for the purchase of FireView software and implementation services from The Omega Group in the amount of \$59,520.

APPROVALS

11. Requesting Department

Scott R. Wall
Scott Wall, Fire Battalion Chief

Kyle McMaster
Kyle McMaster, IT Project Manager

12. Department Head

Jeff Clark
Jeff Clark, Fire Chief/Asst. City Manager

Steven Philbrick
Steven Philbrick, Chief Information Officer

13. Procurement Officer

Carolee Stees
Carolee Stees, CPPB

14. City Manager

Rich Dlugas
Rich Dlugas

**SOFTWARE LICENSE, IMPLEMENTATION, HOSTED SERVICES, AND
SUPPORT AND MAINTENANCE AGREEMENT**

BETWEEN

THE OMEGA GROUP, INC.

- and -

CITY OF CHANDLER

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Exhibits

Exhibit A	Description of Software
Exhibit B	Scope of Work
Exhibit C	Fee Schedule
Exhibit D1	Subscription Agreement
Exhibit D2	Maintenance and Support Agreement -
Exhibit E	Change Order Process -
Exhibit F	Predicate Software and Equipment
Exhibit G	Third Party Connection Policies
Exhibit H	Insurance Requirements

**SOFTWARE LICENSE, IMPLEMENTATION, HOSTED SERVICES,
AND SUPPORT AND MAINTENANCE AGREEMENT**

ARTICLE I INTRODUCTION

THIS AGREEMENT made between:

THE OMEGA GROUP, INC., a California corporation duly
authorized to conduct business in the state of Arizona
("Omega")

- and -

CITY OF CHANDLER, an Arizona municipal corporation
("City")

ARTICLE II RECITALS

WHEREAS, the City Fire Department requires a tight integration of fire incident and geographical data to meet the needs of day-to-day operational and the Commission on Fire Accreditation International accreditation process and/or requirements which have, up to now, been gathered and organized manually within the Fire Department from a single resource; and

WHEREAS, managing and publishing the data for accreditation and monthly reports needs to be accurate, efficient and easily accessible; and

WHEREAS, it is critical and necessary for the day-to-day operations and analysis of the Fire Department to have real-time data access from a software solution that interfaces information from the fire incidents and geographical data; and

WHEREAS, The Omega Group provides FireView software, as defined in Exhibit A, (the "Software") and

WHEREAS, the Software provides an enhanced management tool that is a centralized, web-enabled reporting and mapping tool while additionally illustrating visual reports on all aspects of the Fire Department's services such as effective response, time analysis, deployment, and call-volume statistical data.

WHEREAS, The Omega Group must also perform some Professional Services, as defined in Article V, to integrate the Software and meet the City's needs as set forth in these Recitals in this Article II; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of them, the City and Omega mutually agree as follows:

ARTICLE III DEFINITIONS

3.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

A "Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions mean the text of this contract plus all of its Exhibits and all instruments supplementing, amending or confirming this Agreement which are attached and/or incorporated herein by reference.

The Exhibits described below are, by this reference, incorporated into and made a part of this Agreement with the same force and effect as if fully set forth in the text of the Agreement.

Exhibit A	Description of Software
Exhibit B	Scope of Work
Exhibit C	Fee Schedule
Exhibit D1	Subscription Agreement
Exhibit D2	Maintenance and Support Agreement -
Exhibit E	Change Order Process -
Exhibit F	Predicate Software and Equipment
Exhibit G	Third Party Connection Policies
Exhibit H	Insurance Requirements

B "Change Order" means any written result of the Change Order process (Exhibit E) between the City and Omega evidencing their mutual decision to change particular aspects of this Agreement as outlined in Section 9.2. Once a Change Order is duly issued, it is part of this Agreement and is attached as an exhibit which is fully incorporated as if fully set forth herein.

C "Completion of Project" means that the Software is fully operational and performing in substantial conformity with the specifications set out herein. For purposes of this Agreement, Completion of Project will be deemed to have occurred on the date which the City has accepted in writing the completion of all phases of the Implementation Phase as set forth herein and Exhibit B.

D "Confidential Information" means, with respect to a Party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) actual knowledge of the Parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party hereunder; (ii) was previously known to the receiving Party as evidenced by its written records; (iii) is rightly received by the receiving Party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving Party without reference to or use of the other Party's Confidential Information.

E "Configuration" means changes to the Software without source code or structural data model changes occurring.

F "Cure Period" shall have the meaning ascribed to it in Section 11.24.

G "Customization" means a change to the code base or structural data model change of the Software.

H "Default" or "Event of Default" means one or more of the events described in Section 11.24 provided, however, that such events shall not give rise to any remedy until effect has been

given to all Cure Periods provided for in this Agreement and that in any event the available remedies shall be limited to those set forth in Section 11.24.

I **"Deliverables"** shall mean all goods, services, software, and in the instance of the Dashboard, the Systems and Hosted Services pursuant to this Agreement.

J **"Designated Equipment"** shall mean the City's platform and operating system environment which is operating the Software.

K **"Documentation"** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Professional Services, whether distributed in print, magnetic, electronic, or video format, in effect as of the date (1) the Software is accepted by the City, or (2) the Service is provided to the City.

L **"Implementation Phase"** means the portion of the Scope of Work that occurs between the beginning of Task 1 and Completion of Project as defined herein and detailed in the Scope of Work.

M **"Information in the Public Domain"** means information that the party who owns the information has designated as such in writing prior to the other party's retention beyond its need during performance under this Agreement or the other party's dissemination of such information.

N **"Licenses"** means both the FireView Desktop License, as described and defined in Article IV and the City's rights granted by Omega to use FireView Dashboard as a Hosted Service as described and defined in Article IV.

O **"City's Objectives"** means the concepts expressed in Article II as recitals and for which Omega responded and represented its ability to achieve through the provision of the Software.

P **"Periodic Updates"** means regular patches and releases containing enhancements and bug fixes.

Q **"Project"** means Omega's provision of Professional Services and the Software (as described in Exhibit A) to achieve the City's Objectives through Completion of Project.

R **"Project Scope of Work" or "Scope of Work"** means the specifications of Software, tasks, descriptions, and details for this Project as appended hereto as Exhibit B delineating, among other things, the Professional Services that will be provided by Omega to City pursuant to this Agreement

S **"Predicate Software and Equipment"** has the meaning set out in Subsection 5.3B and Exhibit F hereof.

T **"Professional Services"** has the meaning set out in Subsections 5.1 and 5.2 hereof.

U **"Source Code"** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.

V **"Software"** means, whether deployed through a hosted service or installed on the City's Designated Equipment, the program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including instructions and documentation provided by Omega to City, including any such programs provided subsequent to this Agreement as listed in Exhibit A, and including all copies made by City.

W **"Subscription Agreement"** is the terms and conditions agreed upon between the Parties as set forth in Exhibit D1

X "Maintenance and Support Agreement" is the terms and conditions agreed upon between the Parties as set forth in Exhibit D2

Y "User" means any employee of City or any of City's agents who are authorized by Omega pursuant to the terms of this Agreement to have access to the Software.

Z "Warranty Period" means a period of twelve months from the Completion of Project, during which time Omega shall provide, or cause to be provided, the services or software as defined in Subsection 5.2D and Exhibits D1 and D2 for Software as well as correct any errors or malfunctions reported to Omega by the City in accordance with Subsection 5.2D of this Agreement.

AA "Year Two" shall be the twelve months commencing on the first anniversary of the date of the Completion of Project

ARTICLE IV SOFTWARE LICENSES

4.1 FireView Dashboard Rights

A **Hosted Services.** Omega grants to the City a non-exclusive license to use, access to use and access the System and Hosted Services in whole or in part for supporting the internal operations of the City. Subject to the terms and conditions of this Agreement, Omega agrees to host FireView Dashboard software and provide data import and export, monitoring, support, backup, technology upgrades, and training ("Hosted Services") necessary for the City's productive use of such software in addition to all the services described in this Section 4.1.

B **Backup & Concurrent Users.** Omega will initially deploy specifications (Deployment Specifications) that include the rights for five (5) concurrent FireView Dashboard users and a FireView Dashboard environment that is backed up nightly.

C **Term of Rights to Hosted Services.** The City's right to Omega's System, Hosted Services for FireView Dashboard is granted as of the earlier of the date of first access or delivery of the System, Deliverables, Software, and Hosted Services and are of indefinite duration unless terminated pursuant to the terms hereof.

D **Hosted Services includes:**

Omega is responsible for storing a backup of the City's data no less than daily and for an orderly and timely recovery of its data in the event that the Hosted Services may be interrupted. Omega will not be responsible for the City's data lost after the most current backup and before the next scheduled backup. Omega is responsible for establishing and maintaining an information security environment that does the following: (i) ensures the security and confidentiality of the City's data; (ii) protects against any anticipated threats or hazards to the security or integrity of the City's data; (iii) protects against unauthorized access to or use of the City's data; and (iv) ensures the proper disposal of the City's data.

E **Control of Hosted Services.** The method and means of providing the System and Hosted Services, in accordance with this Agreement as well as the Subscription Agreement, shall be under the exclusive control, management, and supervision of Omega, giving due consideration to the requests of the City

4.2 FireView Desktop

A **Grant of License**

Subject to the terms and conditions of this Agreement, Omega hereby grants to the City a personal, non-exclusive, non-transferable right and license to use the FireView Desktop software, as defined in Subsection 3.1N and Exhibit A, for supporting the internal operations of the Designated Equipment.

4.3 General

A Any Software furnished by Omega in machine-readable form may be copied in whole or in part by City for use on the Designated Equipment. City agrees that the original copy of all

Software furnished by Omega and all copies thereof made by City are and at all times remain the sole property of Omega.

B Any Licenses granted under this Agreement permit the City to: (i) use the Software for its authorized purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the City deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, or screen prints from operation of the Software. Access to and use of the Software by the City's customers or independent contractor shall be considered authorized use under this Article IV so long as any such independent contractors are bound by obligations of confidentiality.

C **Term of Licenses.** The Licenses granted herein commence on the Effective Date of this Agreement and are of indefinite duration unless terminated pursuant to the terms hereof.

4.4 Restrictions on Use

A Except as expressly provided herein, the City may not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the Licenses granted under this Agreement without the prior written consent of Omega.

B The City will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of Omega will remain on the Software in machine-readable form. The City will take the same care to safeguard the Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

C The Software and related materials supplied by Omega are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by Omega remain with Omega. Use of the Software and related materials supplied by Omega is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted herein are reserved. City may not remove any copyright, trademark or other proprietary notices from the Software and related materials supplied by Omega.

D Notwithstanding anything to the contrary, no additional Licenses or fees shall be required for installation and/or use of the Software for the purposes of disaster recovery.

E Derivation, Modification and Copyright.

The City agrees that it will not attempt to derive, or permit or help others to derive the Source Code relating to the Software or attempt to otherwise convert or alter the Software into human readable code. The City further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the Source Code relating to the Software.

i The City shall have no right to modify any of the Software supplied by Omega for City's use under this Agreement without the prior written approval and direction of Omega.

ii The City agrees that it will not, except as otherwise expressly provided in this Agreement or except as dictated by City's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Software or other proprietary information in any form. Any additional copies that are reasonably necessary for the use of the Software shall be provided to the City through the issuance of additional Licenses at Omega's then current charges.

iii The City may duplicate Documentation, at no additional charge, for the City's use so long as all required proprietary markings are retained on all duplicated copies.

F Ownership of Software and Confidential Information

i Omega shall provide two sets of Documentation for use in electronic format compatible with Microsoft Corporation's then generally available Office products in accordance with the terms of this Agreement. Upgrades and revisions to this Documentation shall be provided while Omega is providing Hosted Services therefore. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. If Omega maintains its technical, maintenance and installation documentation on a web site, Omega may fulfill the obligations set forth in this Subsection 4.4F by providing the City access to its web based Documentation information.

ii The City reserves the right to withhold payment for a deliverable, modification or enhancement until it receives all documentation associated with the same.

iii The City acknowledges that the Software contains proprietary and confidential information belonging to Omega which shall, at all times, remain the property of Omega.

4.5 Ownership and Disposition of Documents

The City shall be the exclusive owner of all materials and documents which were developed or prepared by Omega specifically for the City pursuant to this Agreement including Documentation for the final configuration of the Software that is installed and operating at the Completion of Project. All materials and documents which were developed or prepared by Omega for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Omega.

ARTICLE V PROFESSIONAL SERVICES & WARRANTY SERVICES

5.1 Professional Services

In order to achieve the Completion of Project, Omega agrees, subject to the terms and conditions of this Agreement, to perform the professional services detailed in Exhibit B (the "Professional Services").

5.2 Performance by Omega

A Manner of Performance -- Omega shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Omega will provide the Deliverables that meet and conform to its applicable specifications in accordance with this Agreement.

B Omega's Discretion -- Omega shall determine in its sole discretion the manner and means by which the Professional Services shall be performed, with due consideration of adequate knowledge transfer to the City personnel. Omega will communicate openly with the City on its methodology, manner and means.

C Conduct on City's Premises -- The Professional Services shall be performed with the City's full co-operation, on the premises of the City or, if agreed to by both parties, at an alternative location. Omega agrees, while working on the City's premises, to observe the City's rules and policies relating to the security thereof, access to or use of all or part of the City's premises and any of the City's property, including proprietary or confidential information.

D Warranty Services

During the Warranty Periods, Omega will make corrections of program malfunctions which are necessary for the Software to conform to this Agreement (Warranty Services) when such program malfunctions are reported in writing to Omega throughout this Project and during the Warranty Period. In its efforts to correct errors or malfunctions during the Warranty Period, as defined in Subsection 3.1Z, Omega agrees that program malfunctions that result in an inoperable system resulting in a financial or operational impact to the City (i.e., failure to achieve

all or part of the City's Objectives), or inefficient work-around, will be given its highest priority with the problem corrected as soon as practicably possible using its most experienced and knowledgeable resources. Omega will strive to have any and all malfunctions resolved within no more than two days.

E Inquiries by City-- Omega shall respond expeditiously to any inquiries pertaining to this Agreement from the City.

5.3 Performance by City

A Co-operation by City. The City acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the City and its staff and agrees to act reasonably and co-operate fully with Omega to achieve the Completion of Project.

B Required Software, Equipment and Data. The City acknowledges that the use of the Software requires that the City obtain and install additional required software programs (the "Required Software"), data in accordance with the Data Specification, and hardware (the "Required Hardware"), as detailed in the attached Exhibit F, and the City agrees that the acquisition of the Required Software shall be at its sole cost and that the cost thereof is not included in the Contract Price herein. Omega warrants that it has used best efforts to identify and specify the Required Software and Required Hardware to be compatible and useable with the Software to allow successful Completion of Project. Furthermore, the Parties acknowledge that the City is relying on Omega's identification and recommendations for the acquisition of the Required Software and Required Hardware.

C Hardware. The City acknowledges that the operation of the Software requires the City's Required Hardware to be of sufficient quality, condition and repair, and the City agrees to maintain the Required Hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the Completion of Project. If City does not possess or acquire the exact Required Hardware as specified in Exhibit F and if Omega determines that City's hardware is not of sufficient quality, condition and repair, Omega shall notify City in writing of the deficiencies in the Required Hardware. City will strive to remedy any Required Hardware deficiencies within 30 days of notification.

D Project Manager. The City shall appoint a project manager (the "Project Manager") who shall work closely with Omega to facilitate the successful Completion of Project and who shall be responsible for supervising the staff of the City and their co-operation with and participation in such process.

E Additional City Obligations

(i) City shall install all corrections and maintenance releases for Required Software within reasonable time after the City is notified of their availability.

However, any fix or correction designated as "critical" by Omega shall be implemented by City within thirty (30) days of Omega's notification to the City.

(ii) During the Implementation Phase, the City shall notify Omega of suspected defects in any of the Software supplied by Omega. City shall provide, upon Omega request, additional data deemed necessary or desirable by Omega to reproduce the environment in which such defect occurred.

(iii) During the Implementation Phase or other duration of the terms set forth herein, the City shall allow, in accordance with the specifications in Exhibit G, the use of online diagnostics on the Software if required by Omega during problem diagnosis. As long as Omega's access is in accordance to the City's Third Party Connection policies (attached hereto as Exhibit G), City shall provide to Omega, at City's expense, access to the Designated Equipment via the City's firewall to

communications software (e.g. PC Anywhere, WebEx, Web Demo a VPN or Citrix's GoToMyPC).

(iv) During the duration of the Project, the City shall ensure that its personnel are, at relevant stages of the Project, educated and trained in the proper use of the Software in accordance with applicable Omega manuals and instructions. If City's personnel are not properly trained as mutually determined by Omega and City, City agrees that such personnel will be trained by Omega or City within fifteen (15) days of the Parties' mutual determination. If City elects to have Omega perform the required training then Omega shall be compensated in accordance with this Agreement.

(v) During the duration of the Project, the City shall establish proper backup procedures necessary to replace critical City's data in the event of loss or damage to such data from any cause. City shall provide Omega with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

(vi) City shall have the sole responsibility for:

(a) the performance of any tests it deems necessary prior to the use of the Software.

(b) assuring proper Designated Equipment installation, configuration, verification, audit controls and operating methods.

(c) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.

(d) timely upgrade and keeping current all third party license releases and/or software products to meet the requirements of the Software.

ARTICLE VI SUBSCRIPTION AGREEMENT

6.1 General Responsibilities

Omega shall provide and deliver the Subscription Services after the Warranty Periods and during Hosted Services. Omega's Subscription Services responsibilities shall include but not be limited to the following while assisting the City in operating and maintaining the System and Hosted Services:

A Promptly repair or replace the System and Hosted Services, or any portion thereof, that has deficiencies;

B Maintain the System and Hosted Services in accordance with the Specifications and terms of this Agreement and meet all availability and system performance service levels as specified in the Statement of Work. In the event the Hosted Services requires failover activities, then Omega shall be responsible for continuance of the Hosted Services and the City shall not be subject additional costs unless otherwise specified in this Agreement.

C Upon request by the City, re-perform any Subscription Service that fails to meet the requirements of this Agreement at no additional cost;

D Coordinate with the City all tasks related to correcting problems and deficiencies connected with the System or Hosted Services.

E Inquiry Assistance. Omega shall respond to inquiries from the City, and with the following, as applicable:

F Responses to questions relating to the System and Hosted Services, including without limitation, isolating problems to the System and Hosted Services.

G The development, on a best efforts basis, of a temporary solution to or an emergency bypass of a deficiency.

H Corrections and repairs of errors, problems or deficiencies with the System or Hosted Services, to the extent technically feasible.

I **Annual Cost of Subscription to Hosted Services.** Unless otherwise specified in Exhibit D1, the annual cost of the Subscription for FireView Dashboard is set forth in Exhibit C and due on the first day of Year Two.

6.2 Software Upgrades & Enhancements

A Omega shall:

i Supply at no additional cost updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of web browsers; and

ii Supply at no additional cost interface modules that are developed by Omega for interfacing the Software to other Software products.

ARTICLE VII MAINTENANCE AND SUPPORT AGREEMENT

7.1 Annual Cost of Maintenance and Support Unless otherwise specified in Exhibit D2, the annual cost of the Maintenance and Support Agreement for FireView Desktop is set forth in Exhibit C and due on the first day of Year Two.

7.2 Software Upgrades & Enhancements

A Omega shall:

i Supply at no additional cost updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of web browsers; and

ii Supply at no additional cost interface modules that are developed by Omega for interfacing the Software to other Software products.

A **Disputed Work**

Notwithstanding all above, if the City believes in good faith that some portion of the Project has not been completed satisfactorily, the City may require Omega to correct such work prior to the City payment. In such event, the City will provide to Omega an explanation of the concern and the remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if Omega does not provide a sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

ARTICLE VIII REPRESENTATIONS AND WARRANTIES

8.1 Merchantability and Fitness Warranty

Omega warrants to City that the software, material and services to be provided and/or rendered will be of the kind and quality referred to in Omega manuals and other documentation provided. Additionally, Omega warrants to the City that the Software will perform to achieve the City's Objectives if the City performs as set forth in this Agreement and if the Software is properly used in accordance with Omega's instructions. This warranty is void if the City or any other third party changes or modifies the Software. Examples of such changes or modifications include, but are not limited to, data modifications from a third party software, the de-compiling and modifying of the Source Code, and tampering with the base set-up of the system.

8.2 Intellectual Property Rights

Omega warrants:

A that it has the full right, authority and power to enter into this Agreement and to grant to the City the Licenses and rights to Hosted Services conveyed by this Agreement; and

B that the Software is an original work of authorship and does not infringe the intellectual property rights of others.

C In the event there is a third party claim alleging that City's use of the Software in accordance with this Agreement constitutes an infringement of a United States patent, copyright, or trade secret, Omega shall, at its expense, defend City and pay any final judgment (including, but not limited to, attorney fees, costs and interest) against City or settlement agreed to by Omega on City's behalf; provided that City promptly notifies Omega of any such claim or proceeding and shall give Omega full and complete authority, information, and assistance to defend such claim or proceeding. Omega shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. Omega will, notwithstanding the preceding sentence, inform the City's Project Manager on a routine periodic basis in not less than monthly updates on status, relevant issues, and settlement discussions regarding such litigation or threats of such litigation. In the event that the City's use of the Software is finally held to be infringing or Omega deems that it may be held to be infringing and in addition to any of the City's remedies at law or in equity for Omega's breach of this essential warranty, Omega shall, at Omega's election and sole cost,: (1) procure for the City the right to continued use of the Application Software; or (2) modify or replace the Application Software so that it becomes non-infringing. Omega shall have no liability hereunder if the City has, after Completion of Project, modified the Application Software in any manner to cause such infringement without the prior written consent of Omega.

8.3 Warranty Against Planned Obsolescence

A Omega warrants that the products and services proposed to and acquired by the City under this Agreement are new and of current manufacture, and that it has no current plans for announcing a replacement line that would be marketed by Omega as a replacement for any of the products provided to the City under this Agreement and would result in reduced support for the product line within which the Software furnished to the City is contained. Omega further warrants that, in the event that a major change in hardware, software, or operating system occurs that radically alters the design architecture of the Software and makes the current design architecture obsolete within three (3) years after full execution of this Agreement, and if the City continues its annual maintenance Agreement with Omega, it shall provide the City with a replacement hardware, software, or operating system(s) that continues the full functionality of the systems, at no extra cost to the City.

B Omega warrants to the City that the Software and Hosted Services provided to the City under this Agreement contain or shall contain no Self-help Code or any Unauthorized Code. Omega further warrants that Omega shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies Omega of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict the City's use of or access to the Software, Data, or Equipment, in whole or in part, based on any type of limiting criteria, including without limitation frequency or duration of use for any copy of the Software provided to the City under this Agreement

C **Title Warranty and Warranty against Infringement.** Omega hereby warrants and represents to City that Omega is the owner of the System, Hosted Services and Software licensed hereunder or otherwise has the right to grant to the City, the licensed rights to System, Hosted Services, and Software provided by Omega through this Agreement without violating any rights of any third party worldwide. Omega represents and warrants that: (i) Omega is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that the System, Software or Hosted Services infringe or misappropriate any patents, copyrights, or trade secrets of any third party, and (ii) the System and Hosted Services do not infringe upon or misappropriate any patents, copyrights, trade secrets or any other intellectual property rights of any third party. The City shall receive prompt Notice of each notice or claim of copyright infringement or infringement or misappropriation of other

intellectual property right worldwide received by Omega with respect to the System, Hosted Services, or Software delivered under this Agreement.

D Omega shall, at its expense, defend, indemnify, and hold harmless the City and its employees, officers, directors, Omegas and agents from and against any claim or action against the City which is based on a claim that any Deliverable or Service any part thereof under this Agreement infringes a patent, copyright, utility model, industrial design, mask work, trademark, or other proprietary right or misappropriates a trade secret, and Omega shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim. The City shall promptly give Omega notice of any such claim. . In the event a final injunction or order is obtained against the City's full use of the Deliverables/Hosted Services/Software or any portion thereof as a result of any such claim, suit or proceeding, and if no further appeal of such ruling is practicable, Omega shall, as mutually agreed upon and at Omega's expense:

i procure for the City the right to continue full use of the Hosted Services;

or

ii replace or modify the same so that it becomes non-infringing (which modification or replacement shall not affect the obligation to ensure the Deliverables/Hosted Services/Software conforms with applicable Statement of Work); or

iii if the product was purchased and the actions described in item (1) or (2) of Section 11.4, are not practicable, refund the full purchase price and remain liable for all damages suffered by the City as a result of the loss of the infringing product and any other continued utility of which to the City is adversely affected by the removal of the infringing product, and hold the City harmless from any further liability therefor under any applicable Order, Settlement, or other Agreement.

E In no event shall the City be liable to Omega for any lease, rental, service, or maintenance payments after the date, if any, that the City is no longer legally permitted to use the Hosted Services because of such actual or claimed infringement.

F No settlement that prevents the City from continuing to use the Hosted Service, other products or Software documentation as provided in this Agreement shall be made without the City's prior written consent. In all events, the City shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

G Omega warrants that Omega is authorized to provide full use of the Hosted Services to the City as provided herein and that such Hosted Services is not subject to any lien, claim or encumbrance inconsistent with any of the City's rights under this Agreement and that the City is entitled to and shall be able to enjoy quiet possession and use of the Hosted Services without interruption by Omega or any other person making a claim under or through Omega or by right of paramount title.

8.4 Desktop Warranty Services

Omega warrants that, in performing the services under this Agreement, Omega shall strictly comply with the descriptions and representations as to the services, including performance capabilities, accuracy, completeness, characteristics, Statement of Work, configurations, standards, function and requirements, which appear in this Agreement and in Omega's response to the City's Request for Proposal. Errors or omissions committed by Omega in the course of providing Warranty Services shall be remedied by Omega at its own expense.

8.5 Warranty of Compliance with Applicable Law. Omega warrants that the System and Hosted Services shall comply with all applicable federal, State and local laws, regulations, codes and ordinances. Omega warrants that, throughout the Term of this Agreement, the System and Hosted Services shall comply with changes to and new applicable federal, State and local laws, regulations, codes and ordinances. Omega represents and warrants that it shall comply with all

applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Hosted Services.

8.6 Subscription Services and Hosted Services.

A Omega represents and warrants that:

i Omega is a corporation duly incorporated, validly existing and in good standing under the laws of its state of its incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

ii Omega further represents and warrants that the person executing this Agreement for Omega has actual authority to bind Omega to each and every term, condition and obligation to this Agreement, and that all requirements of Omega have been fulfilled to provide such actual authority.

iii The execution, delivery and performance of this Agreement has been duly authorized by Omega and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Omega to enter into this Agreement and perform its obligations under this Agreement;

iv Omega is duly authorized to conduct business in and is in good standing in each jurisdiction in which Omega will conduct business in connection with this Agreement;

v Omega has obtained all licenses, certifications, permits, and authorizations necessary to deliver and perform its obligations under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Omega's performance of the Hosted Services. Omega will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense. Omega must maintain any certifications that were specified as a minimum requirement in the selection process. If during the period of the contract, a new certification is established as a minimum requirement for similar applications, Omega shall, within a reasonable time, obtain that certification.

vi Omega has the full power and authority to deliver and perform its obligations under this Agreement grant to the City without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Omega.

vii Omega has and shall continue to have the financial ability, by itself or through a line of credit or other financial support, to deliver and perform its obligations under this Agreement to the City at least six months, without reimbursement for the Hosted Services or expenses;

viii Omega represents and warrants that it has the requisite training, skill and experience necessary to provide Professional Services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

8.7 No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Omega does not represent or warrant and the City acknowledges that there are no further representations or warranties that the operation of the Software will be error free or that any programming errors will be corrected after the Warranty Period.

ARTICLE IX FEES AND PAYMENTS

9.1 Fees and Payments

A The City agrees to pay Omega total fees of \$59,520.00 ("Contract Price") which includes Software as well as Professional Services, as defined in Article V, travel expenses for Omega's staff, and Year One Module Subscription fees. The Contract Price does not include any applicable taxes. The fee structure and payment schedule is outlined in the attached Exhibit C.

B During the term of this Agreement, Omega may, from time to time, deliver invoices to City for payments in accordance with Exhibit C. Each invoice delivered to City by Omega shall be due and payable upon receipt thereof by City. Payment does not constitute whole or partial acceptance; City acceptance of the Project shall only occur by formal written notice to that effect as set forth in Subsection 3.1C

C The City may credit erroneous payments or overpayments against amounts invoiced by Omega. If the City does not take such credits, Omega shall promptly, but in all cases within 30 days, refund to the City the full amount of any erroneous payment or overpayment upon the City's notice of an erroneous payment or overpayment to which Omega is not entitled.

D Upon any termination of any future Annual Subscription Fees, any fees paid in advance of the termination date by the City will be refunded on a pro-rata basis.

E In the event City fails to pay all or any portion of an invoice on or before thirty (30) days after the date of the invoice, the invoice payment shall be considered past due. City further agrees, at the request of Omega, to pay a late payment charge to Omega at the rate no greater than five percent (5%) annually, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is past due. Notwithstanding the foregoing, Omega shall not assess the foregoing late payment charge if City has not been late in paying Omega on more than four (4) previous occasions within the last calendar year.

F City shall be responsible for paying all taxes, fees, assessments and premiums of any kind. Any tax City may be required to collect or pay upon the sale, use or delivery of the Software or Professional Services are not included in the Contract Price. Any tax City may be required to collect or pay upon sale, use or delivery of the Maintenance and Support described in Exhibits D1 and D2 shall be paid by City.

9.2 Change Orders

With respect to any proposed changes to the Professional Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders, as more completely described in Exhibit E, in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the City and of Omega applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Exhibit E.

ARTICLE X INDEMNITY

To the fullest extent permitted by law, Omega, its successors, assigns and guarantors, must defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Omega relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Omega's and its subcontractor's employees.

ARTICLE XI GENERAL PROVISIONS

11.1 Force Majeure

Neither Party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the City's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any Party being affected by an event of force majeure shall send a written notice to the other Party as soon as possible after the commencement of the event of force majeure but in no case more than five (5) calendar days after the end of any event of force majeure. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any event of force majeure as long as it is documented and approved within ten (10) days after the end of the event of force majeure in accordance with the Change Order Process.

11.2 Confidentiality

Omega acknowledges that it may receive information from the City or otherwise in connection with this Agreement or the performance of the Professional Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the City or through the fault of the City, Omega agrees:

- A** to maintain this information in confidence;
- B** not to use this information other than in the course of this Agreement;
- C** not to disclose or release such information except on a need-to-know only basis;
- D** not to disclose or release such information to any third person without the prior written consent of the City, except for authorized employees or agents of Omega; and
- E** to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Omega, do not disclose or use, directly or indirectly, for any purpose other than for performing the Professional Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the City.

F To destroy all such City's information after the need for such information has passed in accordance with this Agreement.

11.3 Time of the Essence

Time shall be of the essence in and of this Agreement and every part hereof. Any extension, waiver or variation of any provision of this Agreement, shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

11.4 Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to U.S. currency.

11.5 Headings & Construction

The descriptive headings preceding Articles and their subparts are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such subparts of the Agreement. The division of this Agreement into subparts shall not affect the interpretation of this Agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other duly formed entity. If this Agreement uses the term "day," it shall mean calendar day unless otherwise specified or modified. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday as declared by the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona. If a cross-reference within any Agreement provision cites a particular article, section or subsection number of this Agreement, it shall be a reference to the specifically referred article, section or subsection and its subparts only.

11.6 Plurals and Gender

The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

11.7 Interpretation Among Parts of Agreement

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any specifically incorporated materials, the main body of the Agreement will take precedence over the specifically incorporated materials. A conflict among other specifically incorporated materials shall be resolved by the more specific incorporated material on that particular subject over the more general incorporated material, which may mention the particular subject unless the context explicitly requires otherwise.

11.8 Termination

A Termination after Project Planning. If after the completion of the Task 1 - Project Planning Omega identifies changes to the Scope of Work based on the deliverables resulting from the Project Planning that would result in Change Order Request(s) increasing the Contract Price more than 10%, the City may terminate this Agreement without further obligation as long as the City has paid the fees due in accordance with Exhibit C and Omega's invoices for costs through the end of the Project Planning.

B Termination for Cause. In the Event of Default by one Party, the other Party has all rights and remedies provided by law and in equity except where such rights are specifically restricted in this Agreement. Without limiting the foregoing sentence, the non-defaulting Party may terminate its performance under this Agreement.

C Procedure on Termination. If this Agreement is terminated prior to the Completion of Project, then within thirty (30) days following such termination, the City shall return the Software to Omega and shall certify, under the hand of a duly authorized officer of the City, that

all copies of the Software or any part thereof, in any form, within the possession or control of the City have been returned to Omega.

11.9 Conflict of Interest

A No Conflict of Interest is Undisclosed. Omega warrants that no person has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the Chandler City Council or any employee of Chandler has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in Omega's proposal to Chandler.

B Cancellation for Conflict of Interest. City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice for City is received by all other parties, unless the notice specifies a later time (A.R.S. Section 38-511).

11.10 Accounts and Records

Omega shall:

A keep proper and detailed accounts in accordance with accepted accounting practices of all factors entering into the computation of the amounts payable pursuant to this Agreement; and

B for a period of two years from the date of Completion of Project by Omega, preserve all accounts and other documentation relating to the City and keep them available for inspection by the City or its representative, at any time. Omega agrees that this obligation shall survive any termination of this Agreement.

11.11 Addresses for Notice

Any notice required or permitted to be given to either Party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Omega, to:

THE OMEGA GROUP
5160 Carroll Canyon Road #100
San Diego, CA 92121
Attention: Chris Baldwin
Telephone: 858-450-2590
Fax : (858) 450-0239

In the case of the City, to:

CITY OF CHANDLER
Address: 275 East Buffalo St, Chandler, AZ
Zip Code: 85225
Attention: Kyle McMaster, Operations System Analyst
Telephone: 480 782-2464
Fax: 480 782 2440

With a copy to:
Chandler City Attorney Office
175 South Arizona Avenue
Post Office Box 4008, Mailstop 602
Chandler, Arizona 85244-4008
Fax: 480-782-4652

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 11.11.

11.12 Assignment

Neither Party may assign any of its rights nor duties under this Agreement without the prior written consent of the other Party, which consent shall not to be unreasonably withheld, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

11.13 Entire Agreement

This Agreement and all exhibits, or otherwise specifically incorporated materials shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Parties by any of their employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. The Parties acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

11.14 Authority:

Each party represents that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and shall be bound by it.

11.15 Independent Contractor

City engages Omega under this Agreement solely as an independent contractor to perform Omega's duties which are described in this Agreement. City and Omega expressly acknowledge and agree that Omega is the independent contractor of City and nothing contained in this Agreement or which otherwise exists shall be construed by City, Omega or any third person or entity to create a relationship of joint venturers, partners, or employer and employee.

11.16 Governing Law

This Agreement shall be governed by the laws of the State of Arizona and any disputes between the Parties as to enforcement or performance shall be adjudicated in the State of Arizona.

11.17 Limited Severability.

A In the unlikely event that any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect. Notwithstanding the foregoing sentence, however, this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement provides essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

B If the Agreement cannot be retroactively reformed in such a way that it provides essentially the same rights and benefits to the Parties then either Party may terminate the Agreement without further rights or liabilities to the other Party other than those that expressly survive termination.

11.18 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

11.19 Counterparts

This Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

11.20 Publicity

No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of Omega's product or any work performed pursuant to this Agreement shall be produced, distributed or take place without the prior, specific approval of the City's Project Manager or his/her designee.

11.21 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purposes of this Agreement and carry out its provisions.

11.22 Indemnifications, Warranties, and Representations Survive

All representations and warranties contained in this Agreement (and in any instrument delivered by or on behalf of any Party pursuant hereto or in connection with the transactions contemplated hereby) are true on and as of the date so made, will be true in all material respects during the term of this Agreement. In the event that any representation or warranty by a party is untrue, the other Party shall have all rights and remedies available only pursuant to this Agreement and otherwise at law or in equity except where restricted by this Agreement. The provisions of this Agreement wherein a Party has explicitly indemnified, made warranty or representations to the other Party shall survive the the delivery of the Software, the payment of the purchase price, and expiration or earlier termination of this Agreement.

11.23 Attorney Fees.

In the event it becomes necessary for a party to this Agreement to employ legal counsel or to bring an action at law or other proceedings to enforce any of the terms, covenants or conditions of this Agreement, the non-prevailing party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, court costs, litigation and appeal expenses, and reasonable attorney fees incurred because of the breach.

11.24 Default and Remedies.

Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party ("Cure Period"), shall constitute a default under this Agreement, Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies provided for explicitly under this Agreement, and otherwise as permitted by law or equity except where such rights are restricted by this Agreement.

11.25 Remedies Cumulative:

All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

A . The Parties shall endeavour to resolve any dispute or misunderstanding that may arise under this Agreement concerning Omega's performance or City's obligations between Omega's representative and the City's representative. Either party may discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the Agreement for cause or convenience.

B The Parties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement that are not affected by the dispute. If the subject of the dispute is the amount due and payable by the City for Professional Services being provided by Omega, Omega shall continue providing Professional Services pending resolution of the dispute provided City pays Omega the amount the City, in good faith, believes is due and payable.

11.26 Negotiated Agreement:

The parties acknowledge that this is a negotiated Agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

11.27 Scrutinized Business Operations

A In accordance with A.R.S. §35-393.06, Omega hereby certifies that the Omega does not have scrutinized business operations in Iran.

B In accordance with A.R.S. §35-391.06 Omega hereby certifies that Omega does not have scrutinized business operations in Sudan.

11.28 Arizona's Requirement for Warranty of Immigration Status.

A Pursuant to the provisions of A.R.S. § 41-4401, Omega hereby warrants to the City that Omega and each of its subcontractors ("Subconsultants") will comply with all Federal immigration laws and regulations that relate to the immigration status of their employees, including the Federal Immigration and Nationality Act ("FINA"), and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Omega Immigration Warranty").

B A breach of the Omega Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.

C The City retains the legal right to inspect the papers of any Omega or Subconsultant employee who works on this Agreement to ensure that Omega or Subconsultant is complying with the Omega Immigration Warranty. Omega agrees to assist the City in the conduct of any such inspections.

D The City may, at its sole discretion, conduct random verifications of the employment records of Omega and any Subconsultants to ensure compliance with Omegas Immigration Warranty. Omega agrees to assist the City in performing any such random verification.

E The provisions of this Article must be included in any contract Omega enters into with any and all of its Subconsultants who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a consultant

or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

11.29 Insurance Requirements.

Omega, at its own expense, shall purchase and maintain insurance of the types and amounts required in Exhibit H.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year set forth below.

CITY

CITY OF CHANDLER, an Arizona
municipal corporation

OMEGA

THE OMEGA GROUP, INC., a California
corporation

BY: _____

Mayor

Date: _____, 2012

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

BY:  _____

Milan Mueller
President

Date: September 6th, 2012

Exhibit A
Description of Software

FireView Dashboard: the following software will be deployed during the Implementation Phase. The components of which are:

Omega Software

- Omega Import Wizard
- Omega Extractor

FireView Desktop: the following software will be installed during the Implementation Phase. The components of which are:

Omega Software

- Omega Import Wizard
- FireView Desktop

Exhibit C
Fee Schedule

Exhibit D2

Maintenance and Support Agreement

Exhibit E

Change Control Process

The change control procedure will be utilized to manage all material changes to the project and must be approved by both the City and Omega. The procedure is designed to capture all requests for change, while at the same time ensuring that the decisions are traceable and made at the correct level. Either the City or Omega can raise a change request to the Agreement. The Change Request/Order (CR) will identify the business reasons for the change and define the impacts whether the change is made or not.

Change Control ensures that:

- Project baselines are established for approved changes
- Each CR is identified and managed efficiently
- The Parties' Project Managers are able to accurately communicate the status of each CR to their respective constituents.
- Parties' Project Managers can monitor, approve, defer or withdraw changes proposed to the Agreement, expenditures, and Scope of Work.
- The Parties' Project Managers make decisions which are fully informed as to impact as well as close to the time when the conditions that lead to the proposed change are recent and ascertainable.

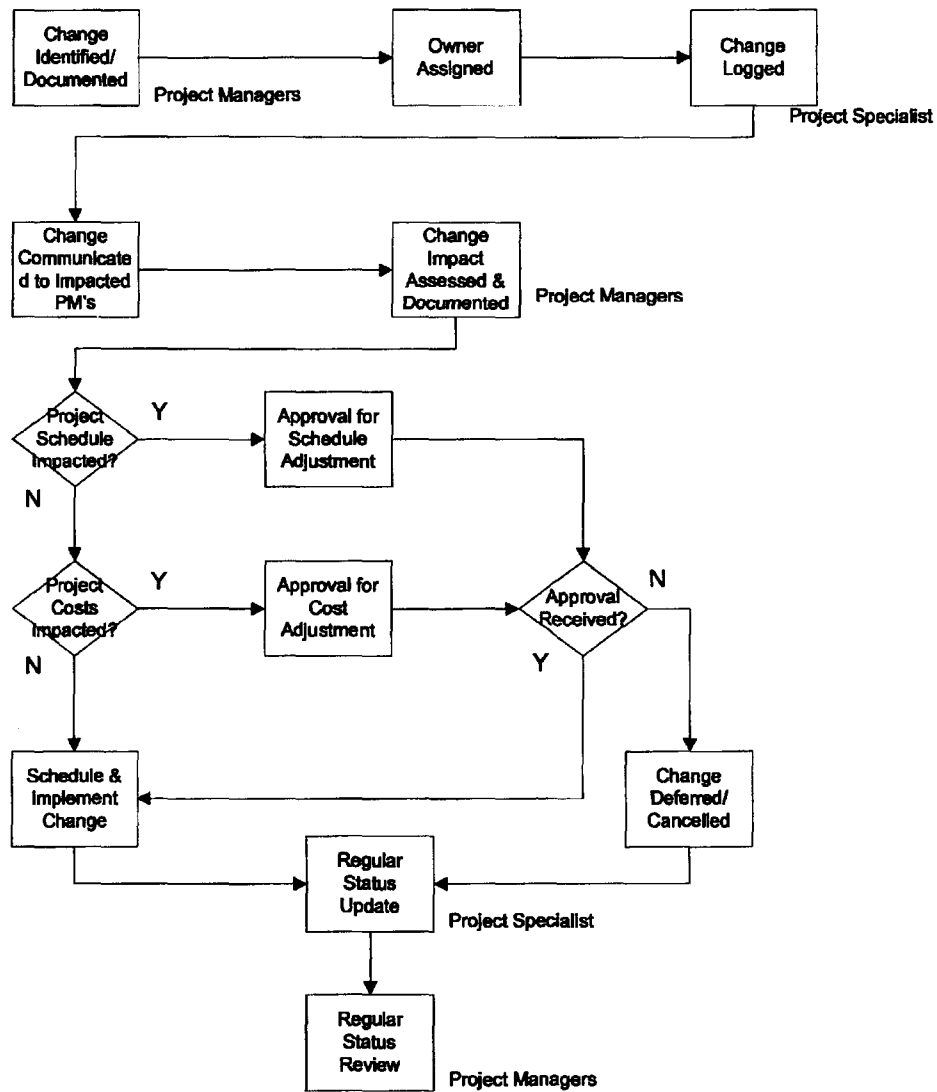
Change Control is specifically designed to eliminate 'scope creep' within the project. As changes are identified and implemented the effects on the business community and other people associated with the new system will need to be assessed and the impact evaluated. This impact will need to be managed through the Change Management procedures and mitigated via relevant communications to, and training of, the affected users and personnel.

Change Control Process

The following change control procedure shall be adopted for all changes to the project. The Project Management Team, consisting of the City and Omega project managers will have accountability for the Change Control Procedure and the delegated authority for approving changes.

Change Order Process

The following diagram depicts how changes will be managed within this project.



Change Identified and Documented: A Change is usually initiated via the Change Order. When a request is deemed to be a change, the Project Manager enters this change process.

Change Owner Assigned: Through project meeting discussions, a single Change Owner is identified (normally a Project Manager). This person speaks to the change, ensures it is analyzed by the appropriate team members and works through any approval processes to determine final disposition.

Change Logged: Included in this document is a copy of the Change form showing the information collected.

Change Communicated to Impacted Team Members: The Project Manager will ensure that each new Change is communicated (electronically where possible) to all impacted team members. The Change Owner will determine who these people are.

Change Impact Assessed and Documented: Each Project Manager is responsible for analysis of any change that may impact their project deliverables. Impact is documented in the Change database.

Project Schedule Impacted: If the change impacts the Project Schedule, the Change must receive City approval.

Project Costs Impacted: If the Change impacts project costs, the change must receive City approval.

No Cost/Schedule Impact: If the change does not result in any revisions to either costs or schedules, the change must receive City approval.

Schedule and Implement Change: If all necessary approvals are received (or none were required), the change is scheduled and implemented. If the project schedule is impacted, a new revised project schedule is created.

Change Deferred/Cancelled: If the change is not approved, the reasons are to be documented and it will be cancelled or deferred until after the project is completed.

Regular Status Update: Project Managers must be provided with any new information related to Change Status so that the database is kept current and the Change Summary form reflects current information. Project Managers will create a Change Summary report on request only.

Regular Status Review: Review of the ongoing status of changes is a mandatory item on each project management meeting agenda.

Neither Party will charge the other for the consideration of CRs. The completed response will be returned to the Project Management Team. Appropriate approval shall be sought for the change and if necessary the CR may be recommended to the Project Steering Committee for final acceptance.

Each change request will be either:

- Approved for inclusion in the project, where the impact on the current phase is outlined and approved as part of the CR
- Approved for inclusion in a future phase, where the impact on the future phase is outlined and approved as part of the CR

- **Rejected and Closed**

Both Parties shall work in good faith to review and approve or reject any such CRs within a reasonable period of time, typically no more than five (5) Working Days, or as mutually agreed by the parties, from the return of the 'investigated' CR. If accepted, the CR shall be henceforth termed a "Change Order" and the change in work-scope, Statement of Work, fees and payment schedule shall become immediately effective.

Sample Change Request

CR Number		CR Name	
Project Name		Date Submitted	
Project Manager / Owner		Resolution Needed By Date	
Client Name	the City	Requested By	
Change Request Type	<input type="checkbox"/> New Requirement <input type="checkbox"/> Requirement Change <input type="checkbox"/> Scope / Resource Change <input type="checkbox"/> SOW Clarification	Priority	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
Business Description	Business Drivers / Change Description: (Information that needs to be detailed on additional pages should be attached and labeled with CR Number.)		
Change Benefits and Justification			

Initial Disposition			
Disposition	Reason if not approved	Signature	Date
<input type="checkbox"/> Accepted & forwarded to Project Manager for review <input type="checkbox"/> Future Enhancement <input type="checkbox"/> Rejected			
Analysis Information			
Proposed Resolution	<u>Approach:</u>		
Effort Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
Schedule Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
Cost Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
Resource Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
Impact if NOT Approved (Schedule, Cost, Quality)	(Provide explanation)		
Final Disposition			
Change Control Status	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Future Enhancement		
Change Control Reason, if not approved			
Approvals			
Title	Name	Signature	Date
the City Project Manager			
Omega Project Manager			
Omega President			

000		\$0.00
Chargeable Hours	Rate	Amount
000	000	
Non-Chargeable Hours	Total Hours	

Exhibit F

Predicate Software and Equipment

I. Predicate Software Specifications

FireView Dashboard: the City must provide the following software which will be required for Cloud-based FireView Dashboard deployment:

ESRI software

- ArcGIS (ArcView), version 10

FireView Desktop: the City must provide the following software which will be required for installation and use of the FireView Desktop application:

ESRI Software

- ArcView 10
- Spatial Analyst 10
- Crystal Reports version 11

II. Predicate Data Specifications

In order for the Software to be implemented, the City will provide the following data in accordance with the following data specifications:

Incident Data (available in both FireView Desktop and Dashboard)

AGENCY	1	AGENCY	YES	YES	YES	YES
INCIDENT NUMBER	2	INCIDENT_NUM	YES			
INCIDENT CATEGORY	3	FV_LEGEND	YES	YES	YES	YES
INCIDENT TYPE	4	INC_TYPE	YES	YES	YES	YES
SHIFT	5	SHIFT	YES	YES	YES (TOP 20)	YES
ADDRESS	6	FV_ADDRESS	YES			
APARTMENT	7	APT	YES			
AREA 1*	8		YES		YES	YES
AREA 2*	9		YES		YES	YES
AREA 3*	10		YES		YES	YES
STATION	11	STATION	YES	YES	YES	YES
RESPONSE TYPE/PRIORITY RESPONSE	12	RESP_TYPE_DESC	YES	YES	YES	YES
911 DATE	13	911_DATE	YES			
NOTIFY DATE	14	NOTIFY_DATE	YES			
ARRIVAL DATE	15	ARRIVAL_DATE	YES			
LAST UNIT CLEAR DATE	16	CLEAR_DATE	YES			
PROCESS TIME	17	PROCESS_TIME	YES	YES**		

DEPT RESPONSE TIME	18	DEPT_RESP_TIME	YES	YES**		
TOTAL REFLEX TIME	19	TOTAL_REFLEX_TIME	YES	YES**		
ACTION TAKEN	20	ACTION1_DESC	YES	YES	YES	YES
PROPERTY USE	21	PROP_USE_DESC	YES	YES	YES	YES
PROPERTY LOSS	22	PROP_LOSS	YES			
PROPERTY VALUE	23	PROP_VALUE	YES			
PROPERTY SAVED (percent value)	24	PROP_LOSS,PROP_VALUE	YES			
MUTUAL AID	25	MUTUAL_AID_DESC	YES	YES	YES	YES
CAUSE OF IGNITION	26	CAUSE_IGN_DESC	YES	YES	YES	YES
INJURY_FATALITY***	27	FS_FATAL, FS_NONFATAL, OTHER_FATAL, OTHER_NONFATAL	YES	YES		
REPORT COMPLETED	28	COMPLETED	YES	YES	YES	YES

*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.

** Part of "Response Times" query group

*** If possible, created by using a formula to combine RMS/CAD fields into single Dashboard field

Additional FireView Desktop Fields for Incident Data

1	INC_TYPE_DESC	INCIDENT TYPE DESC	YES
2	RESP_TYPE_DESC	RESPONSE TYPE DESC/PRIORITY RESPONSE	YES
3	ACTION1_DESC	ACTION TAKEN DESC	YES
4	PROP_USE_DESC	PROPERTY USE DESC	YES
5	MUTUAL_AID_DESC	MUTUAL AID DESC	YES
6	CAUSE_IGN_DESC	CAUSE OF IGNITION DESC	YES

Apparatus Data (Available in both FireView Desktop and Dashboard)

AGENCY	1	AGENCY	YES	YES	YES	YES
INCIDENT NUMBER	2	INCIDENT_NUM	YES			
UNIT	3	UNIT	YES		YES	YES
APPARATUS TYPE	4	UNIT_TYPE_DESC	YES	YES	YES	YES
ARRIVAL ORDER	5	ARRIVAL_ORDER_OVERALL	YES	YES	YES	YES
INCIDENT CATEGORY	6	FV_LEGEND	YES	YES	YES	YES

INCIDENT TYPE	7	INC_TYPE_DESC	YES	YES	YES (TOP 20)	YES
ADDRESS	8	FV_ADDRESS	YES			
APARTMENT	9	APT	YES			
AREA 1*	10		YES		YES	YES
AREA 2*	11		YES		YES	YES
AREA 3*	12		YES		YES	YES
STATION	13	STATION	YES	YES	YES	YES
SHIFT	14	SHIFT	YES	YES	YES	YES
RESPONSE TYPE/PRIORITY RESPONSE	15	RESP_TYPE_DESC	YES	YES	YES	YES
911 DATE	16	911_DATE	YES			
NOTIFY/DISPATCH DATE	17	DISPATCH_DATE	YES			
ENROUTE/ROLL DATE	18	ENROUTE_DATE	YES			
ARRIVAL DATE	19	ARRIVAL_DATE	YES			
CLEAR DATE	20	CLEAR_DATE	YES			
TURNOUT TIME	21	TURNOUT_TIME	YES	YES***		
TRAVEL TIME	22	TRAVEL_TIME	YES	YES***		
DEPT RESPONSE TIME	23	DEPT_RESP_TIME	YES	YES***		
TOTAL REFLEX TIME	24	TOTAL_REFLEX_T IME	YES	YES***		
PROPERTY USE	26	PROP_USE	YES	YES***	YES	YES
ACTION TAKEN	27	ACTION1_DESC	YES	YES	YES	YES
MUTUAL AID	28	MUTUAL_AID_DE SC	YES	YES	YES	YES

*Each Area field may include one of the following: District, Zone, Atom, First Due, City, Zip Code, etc.

**If not available, Omega can create the UNIT_NUMBER field when technically feasible

** Part of "Response Times" query group

Additional FireView Desktop Fields for Apparatus Data

1	UNIT_STATION	UNIT NUMBER**	YES
2	UNIT_TYPE_DESC	APPARATUS TYPE DESC	YES
3	INC_TYPE_DESC	INCIDENT TYPE DESC	YES
4	RESP_TYPE_DESC	RESPONSE TYPE DESC/PRIORITY RESPONSE	YES
5	PROP_USE	PROPERTY USE DESC	YES
6	ACTION1_DESC	ACTION TAKEN DESC	YES
7	MUTUAL_AID_DESC	MUTUAL AID DESC	YES

Inspections

Inspection schema will be defined during implementation process.

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III. Predicate Windows Specifications

A local administrator account is required for Omega use on all servers involved in the project. This account must be the same across all servers and must use the same, non-expiring password.

IV. Predicate Hardware Specifications

Import Server

- Quad-Core Intel® Xeon® processor
- 6 GB RAM
- RAID 1 or RAID 5 disk configuration using SAS 15K RPM 146GB disks or better
- Gigabit Ethernet network card

End-user Workstations for FireView Dashboard

- Processor: 2.00 GHz Dual-core Intel processor (or faster)
- RAM: 2 GB
- Network Card: 1 Gb (1000 Mb) Gigabit
- Monitor: Minimum resolution: 1024px X 768px
- OS: Windows XP SP3 or newer
- Browser Support: Firefox, Safari, Chrome, or IE7 (or higher)
- Other: Silverlight 4 (or higher)

End-user Workstations for FireView Desktop

- Windows XP/Vista/Windows 7
- Intel Core 2 Duo Processor (not less than 2.6 Ghz)
- 4 GB RAM
- 250 GB hard drive
- DVD drive
- Video/graphics card (w/ 256 MB RAM) or better
- Gigabit Ethernet network card

V. Predicate Remote Access Requirement

Establishing remote connection to the server(s)

- Data collection, installation and technical support will be performed through remote connection
- Consultant recommends VPN or Citrix's GoToMyPC for remote connections
- City must provide the necessary remote access details

Exhibit G

NETWORK CONNECTION POLICY

Exhibit H
Insurance Requirements